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No. 38]

NEW DELHI, SATURDAY, SEPTEMBER 17, 1988/BHADRA 26, 1910

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Ministries of the Government of India (other than Statutory Orders and Notifications issued by the
Ministry of Defence)

मंत्रिमंडल सचिवालय

नई दिल्ली, 1 सितम्बर 1988

का. आ. 2746 :—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत
अधिसूचनाओं की वेबसाइट) अधिनियम, 1971 (1971 का 40) की
धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे की सारणी के
स्तम्भ (1) में वर्णित अधिकारियों को, जो सरकार के राजपत्रित
अधिकारी हैं उक्त अधिनियम के प्रयोजनों के लिए संपदा अधिकारी
नियुक्त करती है और उक्त अधिकारी, उक्त सारणी स्तम्भ (2) में
बिनिदिष्ट सरकारी परिसरों को बाबत अपनी अपनी अधिकारिता की स्थानीय
सीमाओं के भीतर उक्त अधिनियम के द्वारा या उसके अधीन संपदा
अधिकारियों को प्रदत्त शक्तियों की प्रयोग और अधिरोपित कर्तव्यों
का पालन करेंगे :

2247 GI/88—1

सारणी

अधिकारी का पदनाम	सरकारी परिसरों के प्रवर्ग और अधिकारिता की स्थानीय सीमाएं
1	2
1. सहायक निदेशक (प्रशासन) विशेष संरक्षा समूह मंत्रिमंडल सचिवालय, 1 सफदरजंग रोड, नई दिल्ली।	मंत्रिमंडल सचिवालय के या उसके द्वारा या उसका नियमित पट्टे पर लिए गए या अधिग्रहीत किए गए परिसर और जो निदेशक, विशेष संरक्षा समूह, नई दिल्ली के प्रशासनिक नियंत्रण के अधीन हैं।

[सं. ए-50011/28/86-ई ए-II]
आर.के. गंगर, उप सचिव

(3425)

CABINET SECRETARIAT

New Delhi, the 1st September, 1988

S.O. 2746.—In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being a Gazetted Officer of Government to be Estate Officer for the purposes of the said Act, and the said officer shall exercise the powers conferred and perform the duties imposed on the estate officer by or under the said Act, within the local limits of his jurisdiction in respect of the Public Premises in column (2) of the said Table :

TABLE

Designation of the officer (1)	Categories of Public Premises and local limits & jurisdiction (2)
Assistant Director (Administration) Special Protection Group, Cabinet Secretariat, 1 Safdarjung Lane, New Delhi-110011.	Premises belonging to or taken on lease or requisitioned by or on behalf of the Cabinet Secretariat and under the administrative control of Director, Special Protection Group, New Delhi.

(No. A-50011/28/86-EA-II)

R. K. GANGAR, Dy Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली 4 जुलाई, 1988

आयकर

का.आ. 2747.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त उपखण्ड के प्रयोजनार्थ, "श्री कोट्टट्ट. मरियममन देवस्थानम्, फोर्ट, सेलम" को कर निर्धारण वर्ष 1986-87 से 1988-89 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 8019/फा. सं. 197/160/86-आ.क. (नि. I)]

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 4th July, 1988

(INCOME-TAX)

S.O. 2747.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Kottai Mariamman Devasthanam, Fort, Salem" for the purpose of the said sub-clause for the assessment years 1986-87 to 1988-89.

[No. 8019/F. No. 197/160/86-IT(AI)]

नई दिल्ली, 5 जुलाई, 1988

आयकर

का. आ. 2748.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23 ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त उपखण्ड के प्रयोजनार्थ, "दिनिक प्रान्थना सभा (पंजीकृत), बटाला" को कर निर्धारण वर्ष 1987-88 और 1988-89 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[सं. 8028/फा. सं. 197/105/88-आ. क. (नि.--I)]

New Delhi, the 5th July, 1988

(INCOME-TAX)

S.O. 2748.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income-Tax Act, 1961 (43 of 1961), the Central Government

hereby notifies "Dainik Pranthana Sabha (Regd.), Batala for the purpose of the said sub-clause for the assessment years 1987-88 and 1988-89.

[No. 8028/F. No. 197/105/88-IT(AI)]

नई दिल्ली, 19 जुलाई, 1988

(आयकर)

का. आ. 2749.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80 छ की उपधारा (2) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ "त्रिकानमोदे श्री रण्डूमोर्ती मन्दिर" को केरल राज्य के महत्वपूर्ण ऐतिहासिक स्थान के रूप में इस शर्त पर अधिसूचित करती है कि मन्दिर इस प्रयोजन के लिए अलग से लेखा रखेगा और दान में प्राप्त राशि को केवल मन्दिर के निर्माण कार्य में लगाएगा।

[सं. 8038/फा. सं. 176/2/88-आ.क. (नि. I)]

New Delhi, the 19th July, 1988

INCOME-TAX

S.O. 2749.—In exercise of the powers conferred by sub-clause (b) of sub-section (2) of section 80G of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Trikkangode Sri Randumoorthy Temple" to be a place of historical importance in the State of Kerala for the purpose of the said section on the condition that the temple will maintain separate books of accounts for the purpose and the donations received will be utilised exclusively for the renovation of the temple.

[No. 8038/F. No. 176/2/88-IT(AI)]

(आयकर)

का.आ. 2750.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80-छ की उपधारा (2) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खण्ड के प्रयोजनार्थ, "श्री वेन्द्रीश्वरार मंदिर, वेंदीश्वरम" को सम्पूर्ण तमिल नाडु के राज्य में प्रसिद्ध सांस्कृतिक पुरास्मृत के रूप में इस शर्त पर अधिसूचित करती है कि मन्दिर इस प्रयोजन के लिए अलग से लेखा रखेगा और दान में प्राप्त राशि को केवल मन्दिर के निर्माण कार्य में लगाएगा।

[सं. 8037/फा. सं. 176/21/88-आ.क. (नि. I)]

(INCOME-TAX)

S.O. 2750.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 80G of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Dhenupureeswarar Temple, Patteswaram" to be a place of Public worship of renown throughout the state of Tamil Nadu for the purpose of the said section on the condition that the temple will maintain separate books of accounts for this purpose and the donations received will be utilised exclusively for the renovation of the temple.

[No. 8037/F. No. 176/21/88-IT(A)]

नई दिल्ली, 27 जुलाई, 1988

(आयकर)

का. प्र. 2751.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23 ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त उपखण्ड के प्रयोजनार्थ, "दिल्ली कैथोलिक आर्चडायोसिस, नई दिल्ली" को कर निधारण वर्ष 1988-89 के लिए अधिसूचित करती है।

[नं. 8041/का. सं. 197/109/88-आ. क. (नि. 1)]

New Delhi, the 27th July, 1988

INCOME-TAX

S.O. 2751.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Delhi Catholic Archdiocese, New Delhi" for the purpose of the said sub-clause for the assessment year 1988-89.

[No. 8041/F. No. 197/109/88-IT(A)]

(आयकर)

का. प्र. 2752.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23 ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त उपखण्ड के प्रयोजनार्थ "श्री स्वयम्बर अष्टार तीर्थ राजगीर" को कर निधारण वर्ष 1988-89 के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[नं. 8049/का. सं. 197/83/86-आ. क. (नि. 1)]

(INCOME-TAX)

S.O. 2752.—In exercise of the powers conferred by sub-clause (v) of clause (23C) of section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Shri Swetamber Bhandar Tirth Rajgir" for the purpose of the said sub-clause for the assessment year 1988-89.

[No. 8049/F. No. 197/83/86-IT(A)]

(आयकर)

का. प्र. 2753.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23 ग) के उपखण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा, उक्त उपखण्ड के प्रयोजनार्थ, "दिल्ली जैसूट मठ, ब्राह्मिन्, इन्डो-ब्रिटिश" को कर निधारण वर्ष 1984-85 से 1988-89 तक के अन्तर्गत आने वाली अवधि के लिए अधिसूचित करती है।

[नं. 8044/का. सं. 197/162/85 आ. क. (नि. 1)]

INCOME-TAX

S.O. 2753.—In exercise of the powers conferred by sub-clause V of clause (23C) of section 10 of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies

"The Jesuit Madurai Province, Dindigul" for the purpose of the said sub-clause for the assessment years 1984-85 to 1988-89

[No. 8044/F. No. 197/162/85-IT(A)]

नई दिल्ली, 22 अगस्त, 1988

(आयकर)

का. प्र. 2754.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 80-क की उपधारा (2) के खण्ड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त धारा के प्रयोजनार्थ "श्री कामकला कामेश्वर देवस्थानम्, त्रिप्लिकान, मद्रास" को सम्पूर्ण तमिलनाडु राज्य में विख्यात सार्वजनिक पूजास्थल के रूप में इस वर्ष पर अधिसूचित करती है कि मन्दिर पुनर्स्थापना लेखा रखेगा और प्राप्त में प्राप्त राशि को केवल मन्दिर के निर्माण कार्य में ही विनियोजित करेगा।

[नं. 8075/का. सं. 176/36/88-आ. क. (नि. 1)]

आनन्द किशोर, सचिव

New Delhi, the 22nd August, 1988

(INCOME-TAX)

S.O. 2754.—In exercise of the powers conferred by clause (b) of sub-section (2) of section 80G of the Income Tax Act, 1961 (43 of 1961), the Central Government hereby notifies "Sri Kamakala Kameswarar Devasthanam, Triplicane, Madras" to be a place of public worship of renown throughout the State of Tamil Nadu for the purpose of the said section on the condition that the temple will maintain separate books of accounts for the purpose and the donations received will be utilised exclusively for the renovation of the temple.

[No. 8075/F. No. 176/36/88-IT(A)]

ANAND KISHORE, Under Secy

नई दिल्ली, 15 जुलाई, 1988

(आयकर)

का. प्र. 2755.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अन्वयेण में भारत सरकार, राजस्व विभाग की दिनांक 8-8-85 की अधिसूचना संख्या 6365 (पा. सं. 398/11/85 आ. क. नं.) का अधिसूचित करते हुए, केन्द्रीय सरकार एतद्वारा उक्त अधिनियम के अन्तर्गत केन्द्रीय सरकार के राजस्व अधिकारी श्री एम. सी. कानुंगो को कर वसूली अधिकारी की शक्तियों का प्रयोग करने हेतु प्राधिकृत करती है।

2. यह अधिसूचना दिनांक 1 जुलाई, 1988 से लागू होगी।

[नं. 8035/का. सं. 398/11/88-आ. क. नं.]

New Delhi, the 15th July, 1988

INCOME-TAX

S.O. 2755.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India in the Department of Revenue No. 6865 (F. No. 39812/85-IT(B) dated 8-8-85, the Central Government hereby authorises Shri S. C. Kanungo, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This notification shall be effective from 1st July, 1988.

[No. 8035/F. No. 398/11/88-IT(B)]

(आयकर)

का. धा. 2756.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में और भारत सरकार, राजस्व विभाग की दिनांक 20-8-1988 की अधिसूचना सं. 7663 (फा. सं. 398/3/86 प्रा. क. (ब.)) का अधिलेखन करते हुए, केन्द्रीय सरकार एतद्वारा उक्त अधिनियम के अंतर्गत केन्द्रीय सरकार के राजपत्रित अधिकारी श्री जी. के. देव को कर वसूली अधिकारों की शक्तियों का प्रयोग करने हेतु प्राधिकृत करती है।

2. यह अधिसूचना दिनांक 8-8-1988 से लागू होगी।

[सं. 8033/फा. सं. 398/7/88 प्रा. क. (ब.)]

INCOME-TAX

S.O. 2756.—In pursuance of sub-clause (iii) of clause (44) of Section 2 of the Income-tax Act, 1961 (43 of 1961), and in supersession of Notification of the Government of India, in the Department of Revenue No. 6763 [F. No. 398/3/86-IT(B)] dated the 20-8-86, the Central Government hereby authorises Shri D. K. Deb, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall be effective from 8-8-88.

[No. 8033/F. N. 398/7/88-IT(B)]

नई दिल्ली 28 जुलाई, 1988

आयकर

का. धा. 2757.—आयकर अधिनियम 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (iii) के अनुसरण में केन्द्रीय सरकार एतद्वारा उक्त अधिनियम के अंतर्गत केन्द्रीय सरकार के राजपत्रित अधिकारी श्री जी. भार. महाय को कर वसूली अधिकारों की शक्तियों का प्रयोग करने हेतु प्राधिकृत करती है।

2. यह अधिसूचना श्री जी. भार. महाय द्वारा कर वसूली अधिकारों के रूप में भार ग्रहण करने की तारीख से लागू होगी।

[सं. 8053/फा. सं. 398/88 प्रा. क. (ब.)]

New Delhi, the 28th July, 1988

INCOME-TAX

S.O. 2757.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of

नई दिल्ली, 11 अगस्त, 1988

आयकर

का. धा. 2758.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खंड (44) के उपखंड (iii) के अनुसरण में केन्द्रीय सरकार एतद्वारा नीचे स्तम्भ -4 में उल्लिखित अधिसूचना का अधिलेखन करते हुए नीचे स्तम्भ -3 में उल्लिखित कर वसूली अधिकारियों के स्थान पर स्तम्भ 2 में उल्लिखित व्यक्तियों को, जो केन्द्रीय सरकार के राजपत्रित अधिकारी हैं, उक्त अधिनियम के अंतर्गत कर वसूली अधिकारियों की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है :—

अ. सं. उन व्यक्तियों के नाम जिन्हें कर वसूली अधिकारों की शक्तियों का प्रयोग करने हेतु प्राधिकृत किया जाता है। उन कर वसूली अधिकारियों के नाम जिनके वह पुरानी अधिसूचना संख्या तथा तारीख स्थानों पर स्तम्भ-2 में उल्लिखित व्यक्तियों जिनका अधिलेखन आंशिक संशोधन किया को प्राधिकृत किया जाना है।

(1)	(2)	(3)	(4)
1. सर्वश्री जी. मिलनन्दन	सर्वश्री गिजराज	सं. 6899/फा. सं. 398/8/86 प्रा. क. (ब.) दिनांक 7/5-6-1986	
2. सर्वश्री ए० विजयकुमार	सर्वश्री के. मीनाजीसुन्दरम	3184/फा. सं. 398/3/85—(प्रा. क. (ब.) दिनांक 10-4-85	
3. सर्वश्री के. कुमार	सर्वश्री टी. सुब्रामण्य	—तयब—	

1961), the Central Government hereby authorises Shri G. R. Mahay being a Gazetted Officer of the Central Government to exercise the powers of a Tax Recovery Officer under the said Act.

2. This Notification shall come into force with effect from the date Shri G. R. Mahay takes over charge at Tax Recovery Officer.

[No. 8053/F. No. 398/8/88-IT(B)]

नई दिल्ली, 10 अगस्त, 1988

का. धा. 2758.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 2 के खण्ड (44) के उपखण्ड (ii) के अनुसरण में और भारत सरकार, राजस्व विभाग की दिनांक 10-9-1988 की अधिसूचना सं. 6901/फा. सं. 398/19/86—प्रा. क. (ब.) में आंशिक संशोधन करते हुए, केन्द्रीय सरकार, एतद्वारा द्वारा, उक्त अधिनियम के अंतर्गत केन्द्रीय सरकार के राजपत्रित अधिकारों श्री एच. एस. केशवकुमार को, (स्तम्भ 2 के नीचे) के नाम से उल्लिखित श्री के. श्री. नरहरि के स्थान पर कर वसूली अधिकारों की शक्तियों का प्रयोग करने के लिए प्राधिकृत करती है।

2. यह अधिसूचना श्री एच. एस. केशवकुमार द्वारा कर वसूली अधिकारों के रूप में कार्यभार ग्रहण करने की तारीख से लागू होगी।

[सं. 8065/फा. सं. 398-12/88 प्रा. क. (ब.)]

New Delhi, the 10th August, 1988

S.O. 2758.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), and in partial modification of Notification of the Government of India in the Department of Revenue No. 6901 F. No. 398/19/86-IT(B) dated the 10-9-1986, the Central Government hereby authorises Shri H. S. Keshavakumar, being a Gazetted Officer of the Central Government, to exercise the powers of a Tax Recovery Officer under the said Act in place of Shri K. V. Narahari mentioned against Serial No. 3 (under column 2) of the aforesaid notification.

2. This Notification shall come into force with effect from the date Shri H. S. Keshavakumar takes over charge as Tax Recovery Officer.

[No. 8065/F. No. 398/12/88-IT(B)]

1	2	3	4
4. श्री के. जगन्नाथन	श्री वी. राजामणि	सं. 6037 (फा. सं. 398/37/84) (आ. क. व.) दिनांक 16-11-84	

2. जहाँ तक स्तम्भ 2 में उल्लिखित व्यक्तियों का संबंध है, यह अधिभुक्ता कर संज्ञा के संबंध में दिनांक 1-6-88 से, कम संख्या 2 और 4 के संबंध में 10-6-88 से और कर संख्या 3 के संबंध में 22-6-1988 से लागू होगी।

[सं. 8068/फा. सं. 398/4/88-आ. क. (व.)]

बी० ई० अलेक्जेंडर, अवर सचिव

New Delhi, 11th August, 1988

INCOME-TAX

S. O. 2759.—In pursuance of sub-clause (iii) of clause (44) of section 2 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby authorises the persons mentioned below column 2, being the Gazetted Officers of the Central Government, to exercise the powers of Tax Recovery Officers under the said Act in place of the Tax Recovery Officers mentioned below in column 3 in supersession of the Notifications mentioned below in column 4 :

Sl. No. authorised to exercise powers of Tax Recovery Officers	Name of the persons to be in place of whom the persons mentioned in column 2 are to be authorised	Name of Tax Recovery Officer(s)	Old Notification No. & date to be superseded/partially modified
(1)	(2)	(3)	(4)
1. S/Shri G. Mylanandan	S/Shri Gell George.	No. 6599/F. No. 398/8/85-IT (B) dt. 7-5-86	
2. „ A. Vijayakumar	„ K. Meenakshi Sundaram	No. 6184/F. No. 398/8/85-IT (B) dt. 10-4-85	
3. „ K. Kumar	„ T. Subramani	-do-	
4. „ K. Jagannathan	„ V. Rajamani	No. 6037/F. No. 398/37/84-IT (B)) dt. 16-11-84	

2. This Notification shall come into force with effect from 1-6-88 in respect of Sl. No. 1, 10-6-88 in respect of Sl. No. 2 & 4 and 22-6-88 in respect of Sl. No. 3 in so far as persons mentioned in column 2.

[No. 8068/F. No. 398/4/88-IT(B)]

B. E. ALEXANDER, Under Secy.

नई दिल्ली, 17 जुलाई, 1988

आयकर

का. आ. 2760--आयकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खंड (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उक्त खंड के प्रयोजनार्थ भारतीय औद्योगिक वित्त निगम द्वारा जारी किए गए 11 प्रतिशत, औद्योगिक वित्त निगम बंधपत्र, 2003 (49 वीं श्रृंखला) को विनिर्दिष्ट करती है। बशर्ते कि पृष्ठांकन अथवा वितरण द्वारा इस प्रकार के बंधपत्रों के अन्तरण के मामले में उक्त परन्तुक के अन्तर्गत लाभ तभी स्वीकार्य होगा यदि अन्तरिती इस प्रकार के अन्तरण से 60 दिनों की अवधि के अंदर रजिस्टर्ड डाक द्वारा औद्योगिक वित्त निगम अथवा भारतीय रिजर्व बैंक (भारतीय औद्योगिक वित्त निगम बंधपत्रों के निगम एवं प्रबंध हेतु प्रभारी प्रबंधकों) को सूचित करे।

[सं. 8060/फा. सं. 275/71/88-आ. क. (व.)]

New Delhi, the 17th July, 1988

INCOME-TAX

S.O. 2760.—In exercise of the powers conferred by clause (iib) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the “11 percent, Industrial Finance Corporation Bonds, 2003 (49th Series)” issued by the Industrial Finance Corporation of India, New Delhi, for the purpose of the said clause;

Provided that the benefit under the said proviso shall be admissible in case of transfer of such bonds by endorsement or delivery only if the transferee informs the Industrial Finance Corporation or Reserve Bank of India (Managers in charge for the issue and management of IFCI Bonds) by registered post within a period of sixty days of such transfer.

[No. 8060/F. No. 275/71/88-IT(B)]

नई दिल्ली, 28 जुलाई, 1988

आयकर

का. आ. 2761--आयकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खंड (ii) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उक्त खंड के प्रयोजनार्थ आवास विकास वित्त निगम लि. बम्बई द्वारा जारी किए, “12.50% आवास विकास वित्त निगम बंधपत्र--1998 (क)” को विनिर्दिष्ट करती है।

बशर्ते कि पृष्ठांकन अथवा वितरण द्वारा इस प्रकार के बंधपत्रों के अन्तरण के मामले में उक्त परन्तुक के अन्तर्गत लाभ तभी स्वीकार्य होगा यदि अन्तरिती, इस प्रकार के अन्तरण से साठ दिनों की अवधि के भीतर रजिस्टर्ड डाक द्वारा आवास विकास वित्त निगम लिमिटेड को सूचित करे।

[सं. 8071/फा. सं. 275/90/88-आ.क. (व.)]

New Delhi, the 28th July, 1988

INCOME-TAX

S.O. 2761.—In exercise of the powers conferred by clause (iib) of the proviso to section 193 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "12.5% HDFC Bonds—1998. (A)" issued by the Housing Development Finance Corporation Limited, Bombay for the purpose of the said clause.

Provided that the benefit under the said proviso shall be admissible in the case of transfer of such bonds by endorsement or delivery, only if the transferee informs the Housing Development Finance Corporation Limited, by registered post within a period of sixty days of such transfer.

[No. 8071/F. No. 275/90/88-IT(B)]

आयकर

का. आ. 2762:—आयकर अधिनियम, 1961 (1961 का 43) की धारा 193 के परन्तुक के खंड (iiब) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, उक्त खंड के प्रयोजनार्थ, भारतीय औद्योगिक वित्त निगम नई दिल्ली, द्वारा जारी किए गए, "11.5 औद्योगिक वित्त निगम बंधपत्र, 2008 (पचासवीं श्रृंखला)" को विनिर्दिष्ट करती है;

बशर्ते कि पृष्ठांकन अथवा वितरण द्वारा इस प्रकार के बंधपत्रों के अंतरण के मामले में उक्त परन्तुक के अन्तर्गत लाभ तभी स्वीकार्य होगा यदि अन्तरिती, ऐसे अन्तरण से साठ दिन की अवधि के अंदर रजिस्टर्ड डाक द्वारा भारतीय औद्योगिक वित्त निगम अथवा भारतीय रिजर्व बैंक (भारतीय औद्योगिक वित्त निगम बंधपत्रों को जारी करने एवं प्रबंध हेतु प्रभारी प्रबंधक) को सूचित करे।

[सं. 8067/फा. सं. 275/91/88-अ. क. (ब.)]

बी. नगराजन, निदेशक

INCOME-TAX

S.O. 2762.—In exercise of the powers conferred by clause (iib) of the proviso to section 193 of Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the "11.5 per cent Industrial Finance Corporation Bonds, 2008 (Fiftieth Series)" issued by the Industrial Finance Corporation of India, New Delhi, for the purpose of the said clause;

Provided that the benefits under the said proviso shall be admissible in case of transfer of such bonds by endorsement or delivery, only if the transferee informs the Industrial Finance Corporation of India or the Reserve Bank of India (Managers In-charge for the issue and management of IFCI bonds) by registered post within a period of sixty days of such transfer.

[No. 8067/F. No. 275/91/88-IT(B)]

B. NAGARAJAN, Director

नई दिल्ली, 29 अगस्त, 1988

आदेश

स्टाम्प

का. आ. 2763:—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के वित्त मंत्रालय (राजस्व विभाग) के दिनांक 24-6-1988 के आदेश संख्या का. आ. 2075 का अधिकरण करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है जो राष्ट्रीय हाइड्रो-इलेक्ट्रिक पावर कारपोरेशन लिमिटेड द्वारा जारी किए जाने वाले केवल एक सौ तीस करोड़ रु. के मूल्य के निम्नलिखित विवरण:—

(क) योजना "क"—9% (कर मुक्त) बंधपत्र; (बी श्रृंखला) और योजना "ख"—13% बंधपत्र (बी-श्रृंखला), के स्टाम्प पत्रों के स्वरूप के बंधपत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी हैं।

[सं. 36/88-स्टाम्प/फा. सं. 33/12/88-बि. क.]

बी. आर. मेहता, अवर सचिव

New Delhi, the 29th August, 1988

ORDER

STAMPS

S.O. 2763.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899) and in supersession of the order of the Government of India in the Ministry of Finance (Department of Revenue) No. S.O. 2075 dated 24-6-88, the Central Government hereby remits the duty with which the bonds in the nature of debentures of the following description:—

(a) Scheme 'A'—9% (Tax Free) Bonds; (B-Series) and Scheme 'B'—13% Bonds (B-Series) of the value of rupees one hundred thirty crores only to be issued by the National Hydro-Electric Power Corporation Ltd. are chargeable under the said Act.

[No. 36/88-Stamps/F. No. 33/12/88-ST]

B. R. MEHMI, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 26 अगस्त, 1988

का. आ. 2764:—भारतीय स्टेट बैंक (अनुपंगी बैंक) अधिनियम, 1959 (1959 का 38) की धारा 25 की उपधारा (1) के खण्ड (उ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय स्टेट बैंक के परामर्श से एतद्वारा वित्त मंत्रालय, आर्थिक कार्य विभाग (बैंकिंग प्रभाग) के उ. सचिव, श्री ए. संतोष कुमार को धीमती ताजवर रहमान साहनी के स्थान पर निम्नलिखित बैंकों के निदेशक के रूप में नामित करती है।

(1) स्टेट बैंक आफ पटियाला, और

(2) स्टेट बैंक आफ इन्दौर।

[संख्या एफ. 9/11/88-बी. ओ. -1]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 26th August, 1988

S.O. 2764.—In exercise of the powers conferred by clause (c) of sub-section (1) of section 25 of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), the Central Government in consultation with the State Bank of India, hereby nominates Shri H. Santosh Kumar, Deputy Secretary, Ministry of Finance, Department of Economic Affairs (Bank Division), New Delhi to be a Director of the following banks vice Smt. Taiwar Rahman Sahni.

(i) State Bank of Patiala,

(ii) State Bank of Indore.

[No. F. 9/11/88-BO.1]

नई दिल्ली, 1 सितम्बर, 1988

का. आ. 2765:—भारतीय औद्योगिक विकास बैंक अधिनियम 1964 (1964 का 18) की धारा 6 की उपधारा (4) के साथ पठित उपधारा (1) के खण्ड (ग) के उपखंड (iv) के अन्तर्गत में केन्द्रीय

सरकार एतद्वारा श्री आर. के. बसु, प्रबन्ध निदेशक, प्रथम विस्तरी विभाग, गुवाहाटी को तत्काल दिनांक 21 जुलाई, 1989 तक की अवधि के लिए भारतीय औद्योगिक विकास बैंक का निदेशक नामित करती है।

[संख्या एक 7/1/87-बो. बी. 1(1)]

New Delhi, the 1st September, 1988

S.O. 2765.—In pursuance of sub-clause (iv) of clause (c) of sub-section (1) read with sub-section (4), of section 6 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby nominates Shri R. K. Barua, Managing Director, Assam Financial Corporation, Guwahati as Director of the Industrial Development Bank of India with immediate effect for a period upto 21-7-1989.

[No. F. 7/1/87-BO. I(1)]

का. आ. 2766:—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) की धारा 6 की उपधारा (1) के साथ पठित उपधारा (1) के खंड (ग) के उपखंड (i) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री ए. के. जी. जाधव, प्रबन्ध निदेशक, महाराष्ट्र राज्य वित्तीय नियम बम्बई को तत्काल दिनांक 9 अक्टूबर 1989 तक की अवधि के लिए भारतीय औद्योगिक विकास बैंक का निदेशक नामित करता है।

[संख्या एक 7/1/87-बो. ओ.-1(2)]

एम. एस. सीथारामन, सचिव सचिव

S.O. 2766.—In pursuance of sub-clause (iv) of clause (c) of sub-section (1) read with sub-section (4), of section 6 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby nominates Shri A. K. D. Jadhav, Managing Director Maharashtra State Financial Corporation, Bombay as Director of the Industrial Development Bank of India with immediate effect for a period upto 9-4-1989.

[No. F. 7/1/87-BO. 1(2)]

M. S. SEETHARAMAN, Under Secy.

नई दिल्ली, 26 अगस्त, 1988

का. आ. 2767:—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा II की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री राम विजय पाण्डे को छत्रगढ़ ग्रामीण बैंक, उड़ीसा का अध्यक्ष नियुक्त करती है तथा 30-4-88 से प्रारम्भ होकर 30-4-91 को समाप्त होने वाली अवधि के रूप में निर्धारित करती है जिसके दौरान श्री पाण्डे अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक 2-23/88--प्रार. प्रार. बो.]

New Delhi, the 26th August, 1988

S.O. 2767.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri Ram Vijay Pandey as the Chairman of the Chhatrasal Gramin Bank, Orissa and specifies the period commencing on the 30-4-88 and ending with the 30-4-91 as the period for which Shri Pandey shall hold office as Chairman.

[No. F. 2-23/88-RRB]

का. आ. 2768:—प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 11 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार श्री एन. वी. नायक को जिनकी

धारा 11 की उपधारा (1) के तहत विजेश्वरैया ग्रामीण बैंक सदस्या के अध्यक्ष के रूप में नियुक्ति की नीति एवं की एतसी अवधि 31-3-1988 को समाप्त हो गयी है, 1-4-88 से प्रारम्भ होकर 31-3-1990 को समाप्त होने वाली अवधि के लिये उक्त बैंक का पुनः अध्यक्ष नियुक्त करती है।

[संख्या एक 2-6/88--प्रार. प्रार. बी.]

S.O. 2768.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby re-appoints Shri N. V. Nayak whose earlier tenure of three years appointment under sub-section (1) of section 11 had expired on 31-3-88 as the Chairman of Visveshwaraya Gramana Bank, Mandya for a further period commencing from 1-4-88 and ending with 31-3-1990.

[No. F. 2-6/88-RRB]

नई दिल्ली, 31 अगस्त, 1988

का. आ. 2769:—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा श्री बी. हरिकृष्ण भट्ट को चिकमगलूर ग्रामीण बैंक चिकमगलूर तालुका नियुक्त करती है तथा 1-7-88 से प्रारम्भ होकर 30-6-91 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री भट्ट अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एक 2-11/88--प्रार. प्रार. बी]

वी. बी. माथुर, सचिव सचिव

New Delhi, the 31st August, 1988

S.O. 2769.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri B. Harikrishna Bhat as the Chairman of the Chikmagalur Kodagu Gramana Bank, Chikmagalur and specifies the period commencing on the 1-7-88 and ending with the 30-6-91 as the period for which Shri Bhat shall hold office as Chairman.

[No. F. 2-11/88-RRB]

V. B. MATHUR, Under Secy.

मुख्य आयुक्त आयुक्त का कार्यालय (प्रधान)

अहमदाबाद, 29 अगस्त, 1988

(आयुक्त)

का. आ. 2770:—इस कार्यालय की अधिसूचना का. सं. उप आयुक्त (न्या.) 14-2/88-89, ता. 1-4-1988 को अंगतया उपात्तरित करते हुए, मुख्य आयुक्त आयुक्त (प्रशा.), अहमदाबाद एतद्वारा यह निर्देश देते हैं कि इस के नीचे दी गई अनुसूची के स्तम्भ-2 में उल्लिखित रैंज के उप आयुक्त 'आयुक्त (अपील)', ऐसे 'अपील' शक्तियों तथा प्रायों के संबंध में विवाद ऐसे सभी व्यक्ति जिनके आयुक्त निर्धारण के मामले आयुक्त आयुक्त (अपील) की अधिकारिता के अन्तर्गत पड़ते हों, आयुक्त का निर्धारण अनुसूची के स्तम्भ 3 की 'प्रविष्टि' के अनुसार निनिर्दिष्ट सक्तियों, वादों तथा विषयों के अधीन और उल्लिखित निर्धारण अधिकारियों द्वारा किया जाता है, अपने कर्तव्यों का पालन करेंगे।

अनुसूची		1	2	3
क्रमिक	उप आयुक्त का रेंज	अधिकारिता		प्रमो. सर्कल तथा आयुक्त अधिकारियों के सभी वार्ड :-
1	2	3		
(4)	उप आयुक्त आयुक्त (अपील) अहमदाबाद रेंज-4 अहमदाबाद	(1) 1-4-1988 के रद्द हुए पूर्व विद्यमान सभी आयुक्त अधिकारियों के वार्ड व सर्कल निम्नलिखित सर्कलों में समाविष्ट; (1) सर्कल-4, अहमदाबाद (2) सर्कल-6, अहमदाबाद (3) सर्कल-8, अहमदाबाद (2) उपर्युक्त (1) में विनिर्दिष्ट, 1-4-1988 को मजनामित सभी आयुक्त कार्यालयों व सर्कलों के निर्धारण अधिकारी (3) निम्नलिखित उप आयुक्त आयुक्त की अधिकारिता के अधीन पड़ने वाले सभी वार्ड/उप आयुक्तों के	(1) उप आयुक्त आयुक्त रेंज-4, अहमदाबाद (2) उप आयुक्त आयुक्त रेंज-8, अहमदाबाद (4) सम्पदा-मुल्का-वह आयुक्त सर्कल, अहमदाबाद (8) अनुसूची की प्रविष्टि 8 को निरस्त समझा जाए।	
			2. यह अधिसूचना ता. 1-9-1988 से प्रभावी होगी।	
			[फा. नं. उप आयुक्त (स्या.)/4/2/88-89]	
			सी. वी. कोठारी, मुख्य आयुक्त आयुक्त (प्रशासन)	

**OFFICE OF THE
CHIEF COMMISSIONER OF INCOME TAX (ADM)**

Ahmedabad, 29th August, 1988

(Income Tax)

S.O. 2770.—In partial modification of this office Notification F. No. D.C. (Jud.)IV-2/88-89 dated 1-4-88, the Chief Commissioner of Income-tax (Adm.), Ahmedabad, hereby directs that the Deputy Commissioner of Income-tax (Appeals) of the Range specified in Column 2 of the Schedule below shall perform his functions in respect of all persons and incomes assessed to Income-tax under the Circles, Wards and Districts and by the Assessing Officers specified against the entry in Column 3 thereof, excluding all persons assessed to Income-tax over which the jurisdiction vests in the Commissioner of Income-tax (Appeals).

SCHEDULE

Sl. Range of the Dy. Commissioner No.	Jurisdiction.
1	2
(4). Dy Commissioner of Income-tax (Appeals), Ahmedabad Range-4, Ahmedabad.	(1) All Wards of Income-tax Officers and Circles, as existing immediately, prior to 1-4-1988 comprising in the following Circles :— (i) Circle-IV, Ahmedabad. (ii) Circle-VI, Ahmedabad. (iii) Circle-VIII, Ahmedabad. (2) All Assessing Officers of the Income-tax Offices and Circles comprised in item (1) above as redesignated with effect from 1-4-1988. (3) All Circles/Investigation Circles of Assistant Commissioners and all Wards of Income-tax Officers falling within the jurisdiction of the following Ranges of Deputy Commissioners of Income-tax :— (i) Dy. Commissioner of Income-tax, Range-4, Ahmedabad. (ii) Dy. Commissioner of Income-tax, Range-8, Ahmedabad. (4) Estate Duty-cum-Income-tax Circles, Ahmedabad.
(8). Entry 8 of the Schedule shall stand deleted.	

2. This notification shall come into force with effect from 1-9-1988.

[F. No. D.C. (Jud.)/IV-2/88-89]

C.V. KOTHARI, Chief Commissioner of Income-tax.

वाणिज्य मंत्रालय

नयी दिल्ली, 17 सितम्बर, 1988

का.भा. 2771:-केन्द्रीय सरकार, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 28) को धारा 7 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, मैसर्स ब्रेक्स (इंडिया) लिमिटेड, पेडो, मद्रास-600050 में विनिर्मित मोटर गप्पी के पुर्जों अर्थात् ब्रेक सम्बन्धी मास्टर सिलेंडर, व्हील सिलेंडर, उनके पुर्जों तथा मरम्मत के सामान का निर्यात से पूर्व निरीक्षण करने के लिए मैसर्स ब्रेक्स (इंडिया) लिमिटेड को, जिनका रजिस्ट्रीकृत कार्यालय 180, माउन्ट रोड, मद्रास, 600006 में स्थित है, 13 अगस्त, 1988 से तीन और वर्ष की अवधि के लिए का.भा. 2706 तारीख: 13 अगस्त, 1984 के अनुसार अधिवृत्त शर्तों के अधीन रखते हुए, अभिकरण के रूप में मान्यता देती है।

[फाइल सं. 5(9)/88-ई आई एच डी पी]
एस. एस. हरिहरन, निदेशक

MINISTRY OF COMMERCE

New Delhi, the 17th September, 1988

S.O. 2771.—In exercise of powers conferred by sub-section (1) of Section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government hereby recognises for a further period of three years with effect from 13-8-88 M/s. Brakes (India) Limited, having their registered office at 180, Mount Road, Madras-600006, as the agency for inspection of Automobile Spares viz. Brake assembly, Master cylinder, wheel cylinder, their parts and repair kits manufactured at M/s. Brakes (India) Ltd., Padi, Madras-600050, prior to export subject to conditions notified vide S.O. 2706 dated 13th August, 1984.

[F. No. 5(9)/88-EI&EP]
N. S. HARIHARAN, Director

(मुख्य निर्यन्त्रक, आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 2 अगस्त, 1988

का. भा. 2772--मैसर्स एस. एम. एल. इन्टरप्राइजिस, ए-8, कनाट प्लेस, नई दिल्ली को आयात एवं निर्यात नीति (खण्ड-I) 1985-88 के पैरा 114(1) के अधीन स्टाक और बिक्री के लिए प्रति-रिक्त पुर्जों के आयात के लिए 88,52,913/- रुपए (अठ्ठासी लाख बावन हजार नौ सौ तेरह रुपए मात्र) के लिए आयात लाइसेंस सं. पी. एक/1482020 दिनांक 15-10-87 दिया गया था।

2. पार्टी ने उक्त लाइसेंस की अनुलिपि प्रति जारी किए जाने के लिए इस आधार पर आवेदन किया है कि मूल लाइसेंस उन्हें प्राप्त नहीं हुआ है। अपने तर्कों के समर्थन में मै. एस. एम. एल., नई दिल्ली ने 1985-88 के लिए आयात तथा निर्यात प्रक्रिया पुस्तक के अध्याय-2 के पैरा 86 द्वारा यथा अपेक्षित शपथपत्र दाखिल किया है। शपथ पत्र में उन्होंने बताया है कि मूल लाइसेंस उन्हें प्राप्त नहीं हुआ है तथा उसे किसी भी परत पर पंजीकृत नहीं करवाना गया है। अनुलिपि लाइसेंस, मूल लाइसेंस की पूरी राशि अर्थात् 88,52,913/- रु. मात्र के लिए अपेक्षित है। मैसर्स एस. एम. एल., नई दिल्ली इस बात से सहमत है और यह बचन देते हैं कि यदि उक्त लाइसेंस बाद में प्राप्त हो जाता है तो उसे रिकार्ड के लिए इस कार्यालय को लौटा दिया जाएगा।

3. मैं सन्तुष्ट हूँ कि मूल लाइसेंस सं. पी./एक 1482020, दिनांक 15.10.87 पालगमन में खो गया है। यथासंशोधित आयात निर्यन्त्रण आदेश, 1955 दिनांक 7-12-55 की उपधारा 9(घ) के 2247 GI/88—2

अंतर्गत प्रवृत्त अधिकारों का प्रयोग करते हुए मैं आयात लाइसेंस सं. पी/एक 1482020, दिनांक 15-10-87 को एतद्वारा रद्द करता हूँ। पार्टी की एतद्वारा रद्द किए गए मूल लाइसेंस के बचने में अनुलिपि लाइसेंस जारी किया जा रहा है।

[फाइल सं. 4-एस/स्पेयर/एम. 87/ए. एल. एस]

**OFFICE OF THE CHIEF CONTROLLER OF IMPORTS
& EXPORTS
ORDERS**

New Delhi, the 2nd August, 1988

S.O. 2772.—M/s. S.M.S. Enterprises, A-6, Connaught Place, New Delhi were granted an import licence No. P/F/1482020 dt. 15-10-87 for Rs. 88,52,913 (Rupees Eighty eight lakh fifty two thousand nine hundred & thirteen only) for import of spares for stock & sale under para 114 (i) of Import & Export Policy (Vol. 1985—88).

2. The party has applied for issue of duplicate copy of the above mentioned licence on the ground that the original licence has not been received by them. In support of their contention, M/s. S. M. S Enterprises, New Delhi have filed an affidavit as required in para 86 of Chapter II of Hand Book of Import and Export Procedures 1985—88. In the affidavit, they have stated that they have not received the original licence and the same has not been registered with any of the ports. The duplicate licence is required for the entire amount of the original licence i.e. for Rs. 88,52,913 only. M/s. S. M. S. Enterprises, New Delhi agrees and undertakes to return the said licence to this office for record, if traced later on.

3. I am satisfied that the original licence No. P/F/1482020 dated 15-10-87 has been lost in transit. In exercise of the powers conferred under sub-clause 9(d) of Import Control Order 1955 dated 7-12-55 as amended I hereby cancel the Import Licence No. P/F/1482020 dated 15-10-1987. A duplicate Import Licence is being issued to the party in lieu of the original licence cancelled hereby.

[F. No. 4-S/Spares/AM-87/ALS]

नई दिल्ली, 12 अगस्त, 1988

का.भा. 2773--मैसर्स कंट्रोलर आफ स्टोर्स डीजल कम्पोनैन्ट्स बक्से, पटियाला-147001 को जर्मनी से एक नया ईएलबीमेक प्रिंसीपल रोटेरी टेबल सर्विस ग्राइंडिंग मशीन के आयात के लिए 45, 10, 740 रु. (पैंतीसीस लाख, दस हजार, सात सौ चालीस रु. मात्र) का आयात लाइसेंस सं. जी/आर/3204076 दिनांक 2-5-87 दिया गया था।

पार्टी ने अब उपर्युक्त आयात लाइसेंस को सीमाशुल्क प्रयोजन प्रति की अनुलिपि प्रति जारी करने के लिए इन आधार पर आवेदन किया है कि लाइसेंस की मूल सीमाशुल्क प्रयोजन प्रति खो गई है। वह पूरे मूल्य के लिए सोदा शुल्क प्राविधिकारी (सीमाशुल्क वरन्), बम्बई के पास पंजीकृत था। पार्टी ने आयात-निर्यात प्रक्रिया पुस्तक 1988-90 के अध्याय-2 के पैरा 91 में यथा अपेक्षित शपथ-पत्र का निष्पादन किया है। सीमा शुल्क प्रयोजन प्रति की अनुलिपि प्रति मूल लाइसेंस की पूरी राशि अर्थात् 45, 10, 740/- रु० के लिए अपेक्षित है। पार्टी ने बचन दिया है कि यदि मूल लाइसेंस बाद में मिल जाता है तो वह इस कार्यालय को लौटा दिया जाएगा।

मैं सन्तुष्ट हूँ कि आयात लाइसेंस सं. जी/आर/3204076, दिनांक 2-5-87 की मूल सीमाशुल्क प्रयोजन प्रति लाइसेंसधारक से खो गई है। यथासंशोधित आयात निर्यन्त्रण आदेश, 1955, दिनांक 7-12-55 को

उपधारा 9(ब) द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए मैं एतद्वारा कथित आयात लाइसेंस की सीमाशुल्क प्रयोजन प्रति रद्द करता हूँ कि उसके बदले में पार्टी का 45, 10, 740/- रु. के लिए एक अनुलिपि प्रति जारी की जा रही है।

सं. 9/आर.एल.आई./सी.ओ.एस. (डी.ई. डब्ल्यू.)/ए.एम-88/ए.एस.]

एन.एस. कृष्णामूर्ति, उप मुख्य निर्यातक, आयात-निर्यात

कुने मुख्य निर्यातक, आयात-निर्यात

New Delhi, the 12th August, 1988

S.O. 2773.—M/s. Controller of Stores, Diesel Components Works, Patiala-147001 were granted an Import Licence No. G/R/3204076 dated 2-5-87 for Rs. 45,10,740 (Rupees Forty five lakh Ten thousands Seven hundred and forty only) for import of One No. ELB Make Precision Rotary Table Surface Grinding Machine from West Germany.

The party has now applied for issue of a duplicate purpose copy of the above mentioned Import Licence, on the ground that the customs purpose copy of the original licence has been lost. It was registered with customs authorities (Custom house), Bombay for the full value. The party has executed an Affidavit as required under para 91 of Chapter II of Hand book of Imports & Exports, 1988-91. The Duplicate Customs purpose copy of the Import Licence is required for the entire amounts of the original licence viz. Rs. 45,10,740. The party has under-taken to return the original licence, if traced latter, to this office.

I am satisfied that the Original Customs purposes copy of Import Licence No. G/R/3204076 dated 2-5-87 has been lost by the licensee. In exercise of the Powers conferred under sub-clause 9(d) of Import Control Order 1955 dated 7-12-55, as amended, I hereby cancel the Customs Purpose copy of the said Import Licence. A duplicate copy in lieu thereof for Rs. 45,10,740 is being issued to the party.

[F. No. 9-Rly/Cos(DEW)|AM-88|ALS]

N. S. KRISHNAMURTHY, Dy. Chief Controller of Imports and Exports for Chief Controller of Imports and Exports.

संयुक्त मुख्य निर्यातक आयात-निर्यात का कार्यालय, (केन्द्रीय लाइसेंसिंग क्षेत्र)

नई दिल्ली, 22 जून, 1988

निर्यात आदेश

का.आ. 2774 :- मेसर्स यू एन सी प्राईवेट लिमिटेड. सी-5, ओखला इन्डस्ट्रियल एरिया, फेज I नई दिल्ली को एक नए फेसिमिले मशीन का आयात करने के लिए 20,000/- रुपये का एक आयात लाइसेंस सं. पी/एफ/2257952 दिनांक 28-10-87 प्रदान किया गया था।

आवेदक ने आयात निर्यात प्रक्रिया पुस्तक 1988-91 के पैरा 89 से 93 में अपेक्षानुसार एक शपथपत्र प्रस्तुत किया है कि उपर्युक्त लाइसेंस का सीमाशुल्क निकासी परमिट 20,000/- रुपये के मूल्य के लिए उपयोग किए बिना कहीं गम/अभ्यान्वयन हो गया है।

मैं संतुष्ट हूँ कि उपर्युक्त लाइसेंस का सीमाशुल्क निकासी परमिट गम/अभ्यान्वयन हो गया है।

यथासंमोहित आयात व्यापार नियंत्रण अधिनियम, 1955 की उप धारा 9 (ब) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उक्त रु. 20,000/- के सीमाशुल्क निकासी परमिट संख्या पी/एफ/2257952 दिनांक 28-10-87 को एतद्वारा निरस्त करता हूँ।

आवेदक की प्रक्रिया पुस्तक के पैरा 89 से 93 में किए गए प्रावधान के अनुसार अप्रयोजित 20,000/- रुपये मूल्य के उपर्युक्त सीमाशुल्क निकासी परमिट की अनुलिपि जारी की जा रही है।

[का. सं. तबथ/91/एएम-88/एयू 2/सीएसए/288]

OFFICE OF THE JOINT CHIEF CONTROLLER OF IMPORTS & EXPORTS (CENTRAL LICENSING AREA)

New Delhi, the 22nd June, 1988

CANCELLATION ORDERS

S.O. 2774.—M/s. You N ME Pvt. Ltd., C-5, Okhla Indl. Area, Phase-I, New Delhi were granted an import licence No. P/F/2257952 dt. 28-10-87 for Rs. 20,000 for import of One No. Facsimile machine.

The applicant has filed an affidavit as required under paragraph 89 to 93 of Hand Book of Import & Export Procedure 1988-91 stated that CCP of the above mentioned licence has been lost/misplaced without having been utilised Rs. 20,000.

I am satisfied that the CCP of the above mentioned licence has been lost/misplaced.

In exercise of the power conferred on me under sub-clause 9(d) of the Import Trade Control 1955 as amended upto date, the said CCP of the licence No. P/F/2257952 dt. 28-10-87 for Rs. 20,000 is hereby cancelled.

The applicant is now being issued duplicate of the CCP of above licence for unutilised value of Rs. 20,000 in accordance with the provision of para 89 to 93 of Hand Book.

[File No. Adhoc/91|AM. 88|AU-[I-CLA-299]

नई दिल्ली, 18 जून 1988

का.आ. 2775--मेसर्स फकीरल प्रालय टुलस प्रा. लि. सी-91, कामगारी, नई दिल्ली को 0.092 ईंच 20000 फुट ए पी आई साईज के 3 रोल वायर इत्यादि के आयात का 2,23,930 रुपये का अग्रिम लाइसेंस सं. 2444549 दिनांक 3-6-87 तथा डी ई ई सं. वृत्त सं. 001319 दिनांक 3-6-87 प्रदान किया गया था।

कुर्मा ने सूचित किया है कि लाइसेंस किसी भी पोर्ट पर पंजीकृत कराए बिना डी कही अभ्यान्वयन हो गया है/छो गया है।

प्रक्रिया पुस्तक 1988-91 के पैरा 89-93 के अन्तर्गत अपेक्षित उपरोक्त कथन के समर्थन में कर्मा ने एक शपथ पत्र वाकिल किया है। मैं संतुष्ट हूँ कि लाइसेंस का मूल प्रति खो गयी है। अब तक यथा संशोधित आयात (निर्यात) आदेश, 1955 दिनांक 7-12-55 के भाग 9 (डी) के अन्तर्गत ऐसे प्रदत्त अधिकारों का प्रयोग करते हुए मैं एतद्वारा कथित लाइसेंस की मूल प्रति के निर्यात का आदेश देता हूँ।

प्रक्रिया पुस्तक 1988-91 के पैरा 89-93 के अनुसार आवेदक के केस में लाइसेंस की अनुलिपि जारी करने पर विचार किया जावेगा बशर्ते कि अपेक्षित शर्तों का संतुष्टी के लिए वह निर्धारित दस्तावेज प्रस्तुत करें।

[का. सं. स्पेशल/ईएम/21/ए एम-87/एएल एस-1/सीएस भ

New Delhi, the 18th July, 1988

S.O. 2775.—M/s. Flowell Oil Tools Pvt. Ltd., B-91, Kalkaji, New Delhi was granted advance licence No. 2444549 dated 3-6-87 for Rs. 2,23,970 and DEEC Book No. 001319 dated 3-6-87 for the Import of 2 rolls of 20000 ft. of 0.092" size API Wire etc.

The firm have reported that the licence has been misplaced/lost without having been registered with any port

The firm have filed an affidavit in support of the above statement as required under para 89-93 of Hand Book of Import Export Procedure 88-91. I am satisfied that the original licence has been misplaced.

In exercise of the power confirmed on me under section 9(d) of the Import (Control) order, 1955 dated 7-12-55 as amended upto date. I hereby order cancellation of the said original licence.

The applicant's case will be considered for the issue of duplicate licence in accordance with para 89-93 of Hand Book of Import Export Procedure 88-91 and subject to production of prescribed documents to the satisfaction of the undersigned.

[F. No. SPL/IMP/21/AM-87/ALS-I/CLA]

नई दिल्ली, 29 अगस्त, 1988

का. प्रा. 2776.—मैसर्स फ्लोवेल ऑयल टूल्स प्रा. लि., बी-91 कालकाजी नई दिल्ली को फ्रंक ट्रांसमिशन एच एम डी इत्यादि के आयात के लिए 1,59,547 रु. का प्रथम लाईसेंस नं. 2444488 दिनांक 20-4-87 तथा बी ई ईसी बुक नं. 001228 प्रदान की गई थी फर्म ने सुचित किया है कि लाईसेंस किसी भी पाठ पर पंजीकृत किय पिता ही अस्थानस्थ हो गया है/जो गया है।

फर्म ने प्रक्रिया पुस्तक 88-91 के पैरा 89-93 के अन्तर्गत प्रापेक्षित उपरोक्त कथन के समर्थन में एक शपथ पत्र दायित्व किया है। मैं संतुष्ट हूँ कि लाईसेंस की मूल प्रति अस्थानस्थ हो गई है।

अब तक यथासंशोधित आयात (नियंत्रण) आदेश 1955 दिनांक 7-12-55 के भाग 9 (घ) के अन्तर्गत मुद्रा प्रवर्तन अधिकारों का प्रयोग करते हुए, मैं एतद्वारा कथित लाईसेंस की मूल प्रति को रद्द करने का आदेश करता हूँ :

प्रक्रिया पुस्तक 88-91 के पैरा 89-93 के अनुसार आदेशक के क्रम में लाईसेंस की अनुमति जारी करने पर विचार किया जायेगा तथा अधोहस्ताक्षरित की संतुष्टी के लिए निर्धारित दस्तावेज प्रस्तुत करने होंगे।

[फा. सं. स्पेशल इम्प / 44 / एएम-86/ए. एल एस-1/सी एल ए]

मिरी राम जोहूर, उप मुख्य नियंत्रक आयात निर्यात कृते संयुक्त, मुख्य नियंत्रक आयात निर्यात

New Delhi, the 29th August, 1988

S.O. 2776.—M/s. Flowell Oil Tools Pvt. Ltd., B-91, Kalkaji, New Delhi was granted advance licence No. 2444488 dated 20-4-87 for Rs. 1,59,547 and DEEC Book No. 001226 for Import of Frunk Transmission-HMD etc.

The firm have reported that licence has been misplaced/lost without having been registered with any port.

The firm have filed an affidavit in support of the above statement as required under para 89-93 of Hand Book of Import Export Procedure, 88-91. I am satisfied that the original licence has been misplaced.

In exercise of the power confirmed on me under section 9(d) of the Import (Control) order, 1955 dated 7-12-55 as amended upto date I hereby order cancellation of the said original licence.

The applicant's case will be considered for the issue of duplicate licence in accordance with para 89-93 of Hand Book of Import Export Procedure 88-91 and subject to production of prescribed documents to the satisfaction of the undersigned.

[F. No. SPL/IMP/44/AM-86/ALS-I/CLA]

S. R. JOHAR,

Dy. Chief Controller of Imports & Exports
For Jt. Chief Controller of Imports & Exports.

विदेश मंत्रालय

नई दिल्ली, 5 अगस्त, 1988

का. प्रा. 2777.—राजनयिक और कोसली अधिकारी (शपथ और शुल्क) अधिनियम, 1948 (1948 का 41वां) की धारा 2 के खण्ड (क) के अनुसरण में केन्द्रीय सरकार एतद्वारा भारत का उच्चायोग जमैका में सहायक एस के शर्मा को 12-7-1988 से कौंसुली एजेंट का कार्य करने के लिए प्राधिकृत करती है।

[सं. टी 4330 / 1 / 88]

जी. जगन्नाथन, उप सचिव (कौंसुली)

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 5th August, 1988

S.O. 2777.—In pursuance of the clause (a) of Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby authorise Shri S. K. Sharma in the HCI Jamaica to perform the duties of Consular Agent with effect from 12th July, 1988.

[No. T. 4330/1/88]

G. JAGANNATHAN, Dy. Secy. (Consular)

उद्योग मंत्रालय

(कम्पनी कार्य विभाग)

नई दिल्ली, 31 अगस्त, 1988

का. प्रा. 2778.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा एशियन होटल्स लिमिटेड, जमका पंजीकृत कार्यालय भोकाजी कामा प्लेस, रिंग रोड, नई दिल्ली-110066 में हुए पंजीकरण के निरस्तकरण को अधिसूचित करती है, क्योंकि उक्त उद्देश्य ऐसे उद्देश्यों में से है जिनपर उक्त अधिनियम के अध्याय-3 के भाग क अध्याय के उपबन्ध अब लागू नहीं होते हैं (पंजीकरण संख्या 1746/84)

[सं. 16 / 12 / 88 एम. -III]

केवल कृष्ण, अवसर सचिव

MINISTRY OF INDUSTRY

(Department of Company Affairs)

New Delhi, the 31st August, 1988

S.O. 2778.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Asian Hotels Ltd. Bhikaji Cama Place, Ring Road, New Delhi-110066 the said undertakings being undertakings to which the provisions of Part A Chapter III of the said Act no longer apply. (Registration No. 1746/84).

[No. 16/12/88-M. III]

KEWAL KRISHAN, Under Secy.

लोक उद्यम विभाग

नई दिल्ली, 7 सितम्बर, 1988

का.आ. 2779 :- केंद्रीय सरकार, सरकारी स्थान (अप्रतिष्ठित अधिसूचनाओं की वेबसाइट) अधिनियम, 1971 (1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारत के राजपत्र भाग 2, खण्ड 3, उपखण्ड (ii) में प्रकाशित भारत सरकार के उद्योग मंत्रालय (लोक उद्यम विभाग) की अधिसूचना सं. का.आ. 692, तारीख 8 फरवरी, 1988 का निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त अधिसूचना की मद 11 और उसके संबंधित प्रविष्टियों के पश्चात् निम्नलिखित अंतःस्थापित, किया जाएगा, अर्थात् :-

अधिकारी का पदनिर्वाह सरकारी, स्थान का प्रवर्ग और अधिकारिता की स्थानीय सीमाएं

(1)

(2)

12. निम्नलिखित के प्रशासनिक कोई सरकारी स्थान जिसमें ऐसी प्रबन्धक (सिविल) भूमि और सदन सम्मिलित हैं प्रशासनिक अधिकारी :- जो निम्नलिखित के हैं या प्राक् संय/कार्यालयों और अन्य वास्तु विधा के लिए उसके द्वारा पट्टे पर किए गए हैं या दिए गए हैं :-
- निगमित कार्यालय, बंगलूर, सीय/कार्यालयों और अन्य वास्तु विधा के लिए उसके द्वारा पट्टे पर किए गए हैं या दिए गए हैं :-
 - मशीनी औजार निवेशालय, और इसका विपणन प्रभाग, एच एम टी निगमित कार्यालय बंगलूर, या मशीनी औजार निवेशालय
 - चक्की निवेशालय और इसका विपणन प्रभाग, चक्की निवेशालय, प्रभाग

साधारण इंजीनियरी उत्पाद कारकार समूह निवेशालय, और इसका विपणन प्रभाग। जिसके अंतर्गत संबंधित निवेशालयों के क्षेत्रीय/विपणन प्रभाग/प्रवर्गों का भी है।

- कृषि मशीनरी कारकार समूह निवेशालय - साधारण इंजीनियरी उत्पाद कारकार समूह निवेशालय और उनके अपने अपने क्षेत्रीय कार्यालय - विपणन प्रभाग।

- निम्नलिखित स्थानों में स्थित प्रवर्गों का :-

बंगलूर, हुमना, पिंजौर, कलाम-ए सरी, हैदराबाद, अजमेर, मुम्बई, पुणे, नागपुर, महमदाबाद, भोपाल, जलबलपुर, जयपुर, नई दिल्ली, चंडीगढ़, कानपुर, कलकत्ता, रांची, मद्रास, कोयंबटूर, पंचकुल, मोहाली, फरीदाबाद, औरंगाबाद, भुवनेश्वर, वमण, लखनऊ, पटना, सहारनपुर, श्रीगंगानगर, एनकुलम, श्रीनगर, रानी बाग, भिलाई, हवेली, धागरा, करनाल, गुवाहाटी, सिक्किम, कोचीन, और विजयवाड़ा।

इसको ऐसी वास्तुविधा भी सम्मिलित है जो भविष्य में भी जाएगी।

[फाइल सं. 1473/85/एम टी/पी ई-एक्स]

बी. आर. प्रभाकर, संयुक्त सचिव

DEPARTMENT OF PUBLIC ENTERPRISES

New Delhi, the 7th September, 1988

S. O. 2779 :- In exercise of the powers conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby makes the following amendments in the notification of the Government of India in the Ministry of Industry (Department of Public Enterprises) No. S.O. 692, dated the 8th February, 1988 published in the Gazette of India Part II, Section 3, Sub-section (ii), namely :-

In the said notification, after item 11 and the entries relating thereto, the following shall be inserted, namely :-

Designation of the Officer	Category of public premises and local Units of jurisdiction.
(1)	(2)
12. Administrative Manager/Manager(Civil)/Administrative Officer of the	Any premises including land and building belonging to or taken on lease or leased out for residential/office and other accommodation by
—Corporate Office, Bangalore,	—HMT Corporate Office Bangalore or Machine Tools Directorate
—Machine Tools Directorate and its Marketing Division	Watch Directorate
—Watch Directorate and its Marketing Division	—Agricultural Machinery Business Group Directorate
—Agricultural Machinery Business Groups Directorate and its Marketing Division	General Engineering Products Business Group Directorate and their respective Regional Offices
—General Engineering Products Business Group Directorate and its Marketing Division	—Marketing Division

(1)	(2)
Inclusive of Regional/Marketing Division/Showrooms of respective Directorates.	—Showrooms presently situated at Bangalore, Tumkur, Pijore, Kalamassery, Hyderabad, Ajmer, Bombay, Pune, Nagpur, Ahmedabad, Bhopal, Jabalpur, Jaipur, New Delhi, Chandigarh, Kanpur, Calcutta, Ranchi, Madras, Coimbatore, Panchkula, Mohali, Faridabad, Aurangabad, Bhubaneshwar, Daman, Lucknow, Patna, Saharanpur, Sriganaganagar, Ernakulam, Srinagar, Ranibagh, Bhilai, Indore, Agra, Karnal, Guwahati Siliguri, Cochin and Vijaywada.
	Including accommodation to be taken in future.
	[File No. 14-3/85/MT/PE-X] B. R. PRABHAKARA, Jt. Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 23 अगस्त, 1988

क्रा. मा. 2780--यतः पेट्रोलियम पाईपलाईन (भूमि में उपयोग के अधिकार का धर्जन) अधिनियम 1962 की धारा 6 की उपधारा (i) के अंतर्गत जारी भारत सरकार की अधिसूचना और उसके साथ संलग्न अधिसूची में यथाप्रवर्णित के द्वारा के महाराष्ट्र राज्य के जिला रायगड के अंतर्गत तहसील खालापुर के निगडोली गांव शामिल हैं। बम्बई के पूना पेट्रोलियम के इसके साथ संलग्न परिशिष्ट में विनिर्दिष्ट भूमि में उपयोग के अधिकार का धर्जन किया गया है।

यतः हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि., बम्बई में उपर्युक्त अधिनियम की धारा 8 में विनिर्दिष्ट पाईप लाइन कस्ती प्रवासन कार्य निगडोली गांव के खेती में शुरू किया था। और वह कार्य विनाश 27 मार्च 1987 से बंद कर दिया है।

यतः अब सख्त प्राधिकारी पेट्रोलियम पाईप लाइन (भूमि में उपयोग के अधिकार का धर्जन) नियम 1963 के नियम 4 के धर्जन का धर्जन नियम एतद्वारा उक्त विधि को वृद्धि कार्य समन्वय की विधि के रूप में अधिसूचित करते हैं।

अधिसूची

निगडोली गांव, तहसील खालापुर, जिला रायगड, महाराष्ट्र
बम्बई-पूना पाईप लाइन वृद्धि कार्य की समाप्ति

मंत्रालय का नाम	गांव	क्रा. मा. सं. नोटिफिकेशन नम्बर	भारत के राजपत्र में प्रकाशन की तिथि	वृद्धि कार्य समाप्ति की तिथि
1	2	3	4	5
पेट्रोलियम और प्राकृतिक निगडोली गैस		3871	15 नवम्बर, 1986	27 मार्च, 1987

O-12016/31/82-प्रोड-1

[सं० O-12016/31/82-प्रोड]

MINISTRY OF PETROLEUM & NATURAL GAS

New Delhi, the 23rd August, 1988

S.O. 2780.—Whereas by the notification of Government of India as shown in the Schedule appended hereto and issued under Sub-section (i) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the right of user has been acquired in the land specified in the schedule appended hereto for laying the Bombay-Pune Pipeline for the transport of Petroleum products from the Village in Nigdoli in Khalapur Taluka, Distt. Raigad, State Maharashtra.

And whereas the Hindustan Petroleum Corporation Ltd. Bombay had undertaken the work of repairs of the Pipeline in the said land as per Section 8 of the said Act, and has been terminated the said operation of repairs to the Pipeline on 24th and 27th March, 1987.

Now therefore, under Rule 4 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1963, the Competent Authority hereby notifies the said dates of termination of operation of repairs to the above pipeline.

SCHEDULE

Termination of operation of repairs to the pipeline in the Village Nigdoli.

Taluka : Khalapur

District : Raigad

Name of Ministry	Village	S.O. No. Notification No.	Date of publication in the Gazette of India. (Corrigendum)	Date of termination of operation of repairs to the pipeline
1	2	3	4	5
Petroleum and Natural Gas	Nigdoli	3871	15th November, 1986	27th March, 1987

O-12016/31/82-Prod-I

[No. O-12016/31/82-Prod.]

का. प्रा. 2781.—यतः पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1963 की धारा 8 की उपधारा (i) के अन्तर्गत जारी भारत सरकार की अधिभूतता और उसके साथ संलग्न अनुसूची में यथा प्रदर्शित के द्वारा महाराष्ट्र राज्य के जिला रायगढ़ के अन्तर्गत तहसील खालापुर के लोधिबली और 2. धारणी गांव शामिल हैं। बम्बई से पूना तक पेट्रोलियम के परिवहन के लिए उसके साथ संलग्न परिशिष्ट में निविष्ट भूमि में उपयोग के अधिकार का अर्जन किया गया है।

यतः हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लि. बम्बई में उपर्युक्त अधिनियम की धारा 8 में निविष्ट पाइपलाइन वृहस्ती प्रचालन कार्य लोधिबली और धारणी गांव के खेतों में शुरू किया था और वह कार्य दिनांक 24 मार्च और 27 मार्च 1987 से बंद कर दिया है।

अतः अब सशम प्राधिकारी पेट्रोलियम पाइप लाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम 1963 के नियम 4 के अर्वाएँ एतद्वारा उक्त तिथि को वृहस्ती कार्य समाप्त की तिथि के रूप में अधिसूचित करते हैं।

अनुसूची

1. लोधिबली 2. धारणी गाँव तहसील खालापुर, जि. रायगढ़, महाराष्ट्र

बम्बई पूना पाइप लाइन वृहस्ती कार्य की समाप्ति

मंत्रालय का नाम	गांव	का. प्रा. सं. नोटिफिकेशन नम्बर	भारत सरकार के राजपत्र में प्रकाशन की तिथि	वृहस्ती कार्य समाप्ति की तिथि
1	2	3	4	5
पेट्रोलियम और प्राकृतिक	1 लोधिबली	3302	27 सितम्बर, 1986	24 मार्च, 1987
		O--12016/30/82-प्रोड		
गैस	2 धारणी	3302	27 सितम्बर, 1986	27 मार्च, 1987
		O--12016/30/82-प्रोड		

[सं. O-12016/30/82--प्रोड]

सी. एल. गिरोत्रा, सचिव

S.O. 2781.—Whereas by the notification of Government of India as shown in the Schedule appended hereto and issued under Sub-section (i) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 the right of user has been acquired in the land specified in the schedule appended hereto for laying the Bombay-Pune Pipeline for the transport of Petroleum Products from the Villages in Lodhiwali and Dharani in Khalapur Taluka, Distt. Raigad, State Maharashtra.

And whereas the Hindustan Petroleum Corporation Ltd. Bombay had undertaken the work of repairs of the Pipeline in the said land as per Section 8 of the said Act, and has been terminated the said operation of repairs to the Pipeline on 24th and 27th March, 1987.

Now therefore, under Rule 4 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act 1963; the Competent Authority hereby notifies the said dates of termination of operation of repairs to the above pipeline.

SCHEDULE

Termination of operation of repairs to the pipeline in the Village

(1) Lodhiwali (2) Dharani.

Taluka :—Khalapur

District : Raigad

Name of Ministry	Village	S.O. No. Notification No.	Date of publication in the Gazette of India (Corrigendum)	Date of termination of operation of repairs to the pipeline
1	2	3	4	5
Petroleum and Natural Gas	(1) Lodhiwali	3302	27th September, 1986	24th March, 1987
		O-12016/30/82-Prod		
	(2) Dharani	3302	27th September, 1986	27th March, 1987
		O-12016/30/82-Prod.		

(No. O-12016/30/82-Prod.)
C. L. GIROTRA, Under Secy.

ऊर्जा मंत्रालय

(विद्युत विभाग)

नई दिल्ली, 29 अगस्त, 1988

का. आ. 2782.—पंजाब पुनर्गठन अधिनियम, 1966 (1966 की 31) की धारा 79 की उपधारा (2) के खण्ड (क) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केंद्र सरकार एतद्वारा श्री इन्दरजीत सिंह कलरा महाप्रबंधक, जल विद्युत, पंजाब राज्य बिजली बोर्ड की 3 अगस्त, 1988 (पूर्वाह्न) से जब तक वे अधिवृत्ति की आयु प्राप्त नहीं कर लेते हैं, श्री नागिन सिंह ग्रेवाल, सेवानिवृत्त के स्थान पर नियुक्त करती है।

[सं. 1/13/87-डी(बी.एण्ड.बी.)]

के. सी. गेहानी, निदेशक

MINISTRY OF ENERGY

(Department of Power)

New Delhi, the 29th August, 1988

S.O. 2782.—In exercise of the powers conferred by clause (a) of sub-section (2) of section 79 of the Punjab Reorganisation Act, 1966 (31 of 1966), the Central Government hereby appoints Shri Inderjit Singh Kalra, General Manager, Hydrel, Punjab State Electricity Board as whole-time Member in Bhakra Beas Management Board with effect from 3rd August, 1988 (FN) till he attains the age of superannuation vice Shri Nagin Singh Grewal, retired.

[No. 1/13/87-D(B&B)]

K. C. GEHANI, Director

(कोयला विभाग)

नई दिल्ली, 1 सितम्बर, 1988

का. आ. 2733.—केंद्र सरकार, कोयला प्रारक क्षेत्र (अर्जित और विकास) अधिनियम, 1957 (1957 का 20) की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग 2, खण्ड 3, उपखण्ड (ii) तारीख 21 नवम्बर, 1987 के पृष्ठ 4113 से 4115 पर प्रकाशित, भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की पत्रिसूचना सं. का आ. 3242, तारीख 30 अक्तूबर, 1987 का निरखण्डन करती है।

[सं. 44015/23/35 सीए/एलएसडब्ल्यू]

बी. बी. राव, अवर सचिव

(Department of Coal)

New Delhi, the 1st September, 1988

S.O. 2783.—In exercise of the powers conferred by sub-section (1) of section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby rescinds the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S. O. 3242 dated the 30th October, 1987, published at page 4113 to 4115 in part II, Section 3, Sub-Section (ii) of the Gazette of India dated the 21st November, 1987.

[No. 43015/23/85-CA/LSW]

B. B. RAO, Under Secy.

वस्त्र मंत्रालय

(वस्त्र उद्योग समिति)

नई दिल्ली, 31 अगस्त, 1988

का.आ. 2784.—वस्त्र उद्योग समिति अधिनियम, 1963 (1963 का क्रमांक 41) की धारा 23 जो कि इस अधिनियम की धारा 4 की

उपधारा (2) बर्ग (सी), (डी) एवं (इ) के साथ पठित है, के अधीन स्वयं को प्रदान की गई शक्तियों का प्रयोग करते हुए वस्त्र उद्योग समिति केंद्रीय सरकार की पूर्वानुमती/से ऊनी, वस्टेड, एवं मिश्रित ऊनी एवं वस्टेड वस्त्र जांच विधम, 1969 निम्न संशोधन विनियम बनाती है :-

1. (1) ये विनियम ऊनी वस्टेड एवं मिश्रित ऊनी एवं वस्टेड वस्त्र जांच (संशोधन) विनियम, 1988 कहलायेंगे।

(2) ये विनियम मरकरी राजपत्र में प्रकाशित होने के दिन से ही लागू होंगे।

2. ऊनी, वस्टेड एवं मिश्रित ऊनी एवं वस्टेड वस्त्र जांच विनियम 1969 की उपधारा (डी) विनियम 2, के साथ निम्न विनियम जोड़े जाँ कि :-

(डी) माल निश्चयही मिल मेड/पावरलूम सभी ऊनी या मिश्रित ऊनी या वस्टेड फैब्रीक उनमें से 3.2 मीटर लम्बाई वाले टुकड़े तथा इंडस्ट्रीयल फैब्रीक छोड़कर।

पाव टिप्पणी :-

1. अधिसूचना क्र. एम. ओ. दिनांक 25-9-1972

2. अधिसूचना क्र. दिनांक 6-3-1975

3. अधिसूचना क्र. एम. ओ. 4763 दिनांक 12-10-1985।

[क्र. 80(18)/85-प्रशासन]

आर.के. कपूर, सदस्य सचिव

MINISTRY OF TEXTILES

(Textile Committee)

New Delhi, the 31st August, 1988

S.O. 2784.—In exercise of the powers conferred on it under Section 23 read with sub clauses (c), (d) & (e) of sub-section (2) of section 4 of the Textiles Committee Act, 1963, (41 of 1963), the Textiles Committee, with the previous sanction of the Central Government, makes the following regulation as to amend the 'Woollen, Worsted and Mixed Woollen and Worsted Fabrics Inspection Regulations, 1969', namely :—

1. (1) These Regulations may be called 'Woollen, Worsted and Mixed Woollen and Worsted Fabrics Inspection (Amendment) Regulations, 1988'.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the 'Woollen, Worsted and Mixed Woollen and Worsted Fabrics Inspection Regulations 1969' for sub-regulation (d) of regulation 2, the following shall be substituted, namely :—

'(d) 'Material' means Millmade/powerloom, all wool or mixed woollen or worsted fabrics excluding piece goods below 3.2 metres in length and industrial fabrics'.

FOOT NOTE.—Subsequently amended by.

(i) Notification No. S.O. dt. 25-09-1972.

(ii) Notification No. Nil dt. 06-03-1975.

(iii) Notification No. S.O. 4768 dt. 12-10-1985.

[No. 80(18)/85-Adm.]

R. K. KAPOOR, Member-Secy.

नई दिल्ली, 30 अगस्त, 1988

[सं. 50-4/84-एल.जी.टी. (ए.व्य.)]

New Delhi, the 30th August, 1988.

[No. 50-4/84-LDT (AO)]

(क) भारत में प्राप्त किए जाने पर आयातित पशुओं को सरकारी संगरोध केंद्र प्रथमा द्विपि मंजालय द्वारा विशेष रूप से स्वीकृत परिसर में 30 दिन तक अवश्य रखा जाएगा। संगरोध की अवधि के दौरान आयातित प्रश्वजालीय पशुओं की दो माध्या

(ग) जहां तक उन देशों से भ्रमण का आयात करने का संबंध है, जहां भ्रमण के संलग्न से गर्भाशय पोषी-स्रोत संक्रमक नहीं होता, आयात करने की अनुमति तभी दी जायेगी अगर विषय-गत भ्रमण आयात करने से तत्काल पहले भ्रमणवा जन्म से, जो भी बाय में हो, की वर्ष से उक्त देश में रहा हो।

[सं. 50-22/77-एल.डी.टी. (एल.एच.ए.नय. (खंड-2)]

भार कम्धीर, मयूर सचिव

S.O. 2786.—In continuation of this Department's notification of even number dated 11th April, 1988 and in exercise of the powers conferred by sub-section (i) of Section 3 of the Live Dock Importation (Act, 1898) as amended by the Livestock Importation (Amendment) (Act 1953) the Government of India hereby extend until further order the ban on import into India of Equine species of Animals from the United Kingdom, the United States of America, France, the Federal Republic of Germany, Japan, Italy, Austria, Denmark, Brazil, Yugoslavia, Czechoslovakia, Sweden and Norway or from any other country whose equine stock meant for import into India had originated from or been reared in or visited any of the above specified countries during the immediate past twelve months prior to importation, except colts and stallions upto seven years and fillies upto five years of age which have never been mated and have not been in contact with the breeding stock, provided that :

- (a) In addition to the health requirements specified under the Act, the young equines are accompanied by a Veterinary Health Certificate from an authorised veterinarian that the animals have not been in contact with the breeding stock during the last one year and that the swabs collected from prepuce, Urethra/Vagina, Carvix of these animals were found negative for pathogenic micro-organisms specifically *Haemophilus equigenitalis*, by standard culture and serological methods on three consecutive testing during the 30 days immediately prior to embarkation for export ;
- (b) On receipt in India such imported animals are kept in Quarantine for a minimum period of 30 days at the Government Quarantine Station or the premises specially approved by the Ministry of Agriculture for that purpose. During this Quarantine period, the imported equines shall be subjected to bacteriological and serological examination by recognised laboratories on three consecutive occasions conducted at weekly intervals and shall be permitted to mix with other stock only when declared negative for contagious equine metritis infection ; and
- (c) In so as import of equines from countries free from contagious equine metritis infection such imports shall be permitted only if the equine in question had been stationed in that country since the two years immediately prior to the import or since birth whichever is later.

[No. 50-22/77-LDT(LH-AQ) Part-II]

R. KANDIR, Under Secy.

जल भंडार परिवहन मंत्रालय

(अथ प्रभाग)

नई दिल्ली, 1 सितम्बर, 1988

का.भा. 2787.-विशाखापत्तनम्, प्ररजिस्ट्रीकृत डाक कर्मकार (नियोजन का वित्तियमन) स्कीम, 1968 का और संशोधन करने के लिए एक स्कीम का निम्नलिखित प्रावप, जिसे केन्द्रीय सरकार, डाक कर्मकार

(नियोजन का विनियमन) अधिनियम, 1948 (1948 का 9) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए; बनाना चाहती है, उक्त उप धारा की प्रभावानुसार ऐसे सभी व्यक्तियों की जानकारी के लिए प्रकाशित किया जाना है, जिन के उस से प्रभावित होने की संभावना है और इस के द्वारा यह सूचना दी जाती है कि उक्त प्रारूप पर उस तारीख से, जिस को उस राजपत्र की प्रतियाँ जिस में यह अधिसूचना अन्तर्बिष्ट है, जनता को उपलब्ध कर दी जाती है, 45 दिन की अवधि की समाप्ति पर या उसके पश्चात् विचार किया जाएगा।

किन्तु ऐसे आक्षेपों या सुझावों पर, जो उपर्युक्त अवधि की समाप्ति से पहले उक्त प्रारूप की भावना किसी व्यक्ति से प्राप्त होंगे, केन्द्रीय सरकार विचार करेगी।

प्रारूप स्कीम

1. (1) इस स्कीम का संक्षिप्त नाम विशाखापत्तनम अनरजिस्ट्रीकृत डॉक कर्मकार (नियोजन का विनियमन) संशोधन स्कीम, 1988 है।

(2) यह राजपत्र में अंतिम प्रकाशन की तारीख को प्रवृत्त होगी।

2. विशाखापत्तनम अनरजिस्ट्रीकृत डॉक कर्मकार (नियोजन का विनियमन) स्कीम 1968 में,--

(i) खंड (3) के उपखंड (द) में "बोर्ड" शब्द के स्थान पर "अध्यक्ष" शब्द रखा जाएगा,

(ii) खंड 6 में,--

(क) उपखंड (ग) में, "सूचीबद्ध नियोजकों और" शब्दों का लोप किया जाएगा।

(ख) उपखंड (घ) में "समायोजन करने" शब्दों का लोप किया जाएगा,

(iii) खंड 7 में, उपखंड (स्त) का लोप किया जाएगा,

(iv) खंड 9 के उपखंड (1) में, मद (च) के स्थान पर निम्नलिखित मद रखी जाएगी, अर्थात्:--

"(च) नए नियोजकों के सूचीबद्ध करने पर विचार करना;"

(v) खंड 15 में,--

(क) उपखंड (3) और (4) में,--

(1) "बोर्ड" शब्द के स्थान पर, जहाँ कहीं यह आता है, "अध्यक्ष" शब्द रखा जाएगा,

(2) "यह" शब्द के स्थान पर जहाँ कहीं यह आता है "वह" शब्द रखा जाएगा,

(ख) उपखंड (ऊ) में, बैठक बोर्ड "और बोर्ड" शब्दों के स्थान पर "अध्यक्ष" शब्द रखा जाएगा,

(vi) खंड 22 में, उपखंड (7) के पश्चात् निम्नलिखित उपखंड अन्तःस्थापित किया जाएगा, अर्थात्:--

"(8) कोई सूचीबद्ध नियोजक बोर्ड द्वारा नियोजक के रूप में सूचीबद्ध करने में या करने के अधीन किसी हित या फायदे को अध्यक्ष के लिखित रूप में प्रचामुखता के बिना किसी अन्य व्यक्ति को समानुवैजित, अन्तर्गत नहीं करेगा या किसी रीति से उससे प्रत्यक्ष नहीं होगा।"

(vii) खंड 32 के उपखंड (2) की मद (ख) में, "बोर्ड" शब्द के स्थान पर जहाँ कहीं यह आता है, "अध्यक्ष" शब्द रखा जाएगा,

(viii) खंड 33 के स्थान पर निम्नलिखित खंड रखा जाएगा, अर्थात्:--
"33. नियोजक द्वारा अधीन--(1) कोई सूचीबद्ध नियोजक, जो खंड 32 के अधीन किसी आदेश से व्यक्त है, निम्नलिखित को अधीन कर सकेगा,--

(क) उपाध्यक्ष को, यदि आदेश खंड 32(1)(1) के अधीन कार्मिक अधिकारी द्वारा किया गया था, या

(ख) अध्यक्ष को, यदि आदेश खंड 32(2) (क) के अधीन उपाध्यक्ष द्वारा उनके मूल आदेश रूप में किया गया था, या

(ग) केन्द्रीय सरकार को, यदि आदेश खंड 32(2)(ख) के अधीन अध्यक्ष के अनुमोदन से उपाध्यक्ष द्वारा किया गया था।

(2) कोई व्यक्ति, जो खंड 15 के अधीन उक्त विवाद फिर गए किसी आदेश से व्यक्त है, आदेश प्राप्त होने के 30 दिन के भीतर केन्द्रीय सरकार को लिखित रूप में अधीन कर सकेगा: परन्तु केन्द्रीय सरकार, लेखबद्ध कारणों से, 30 दिन की समाप्ति के पश्चात् की गई अधीन स्वीकार कर सकेगी।

(3) उपखंड (1) में निश्चित प्रत्येक अधीन लिखित रूप में होगी और उस आदेश के जिसके विरुद्ध अधीन को गई है, प्राप्त होने के 14 दिन के भीतर की जाएगी।"

[फा. सं. एन को-13013/18/87-एन IV]

बी. संकर लिंगम, निदेशक

MINISTRY OF SURFACE TRANSPORT

(Labour Division)

New Delhi, the 1st September, 1988

S.O. 2787.—The following draft of a Scheme further to amend the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Scheme, 1968, which the Central Government proposes to make in exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), is hereby published as required by the said sub-section for the information of all persons like to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the expiry of a period of 45 days from the date on which copies of the Official Gazette containing this notification are made available to the public.

Any objections or suggestions which may be received from any person with respect to the said draft before the expiry of the aforesaid period will be taken into consideration by the Central Government.

DRAFT SCHEME

1. (1) This Scheme may be called the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1988.

(2) It shall come into force on the date of its final publication in the Official Gazette.

2. In the Visakhapatnam Unregistered Dock Workers (Regulation of Employment) Scheme, 1968,—

(i) in sub-clause (j) of clause 3, for the word "Board" the word "Chairman" shall be substituted;

(ii) in clause 6,—

(a) in sub-clause (c), the words "listed employers and" shall be omitted;

(b) in sub-clause (d), the word "adjusting" shall be omitted;

(iii) in clause 7, sub-clause (d) shall be omitted;

(iv) in clause 9, in sub-clause (1), for item (f), the following item shall be substituted, namely:—

"(f) to consider listing of new employers;"

(v) in clause 15,—

(a) in sub-clauses (3) and (4),—

(1) for the word "Board", wherever it occurs, the word "Chairman" shall be substituted;

(2) for the word "it", wherever it occurs, the word "he" shall be substituted;

(b) in sub-clause (5), for the words "Board-in-meeting" and "Board", the word "Chairman" shall be substituted;

(vi) in clause 22, after sub-clause (7), the following sub-clause shall be inserted, namely:—

"(8) A listed employer shall not assign, transfer or in any manner part with any interest or benefit in or under the listing as employer by the Board to any other person without the prior approval in writing of the Chairman.";

(vii) in clause 32, in sub-clause (2), in item (b), the word "Board", wherever it occurs, the word "Chairman" shall be substituted;

(viii) for clause 33, the following clause shall be substituted, namely:—

"33. Appeals by employer.—(1) A listed employer who is aggrieved by an order under clause 32, may appeal—

(a) to the Deputy Chairman, if the order was made by the Personnel Officer under clause 32(1)(i); or

(b) to the Chairman, if the order was made by the Deputy Chairman as his original order under clause 32(2)(a); or

(c) to the Central Government, if the order was made by the Deputy Chairman with the approval of the Chairman under clause 32(2)(b).

(2) Any person aggrieved by any order against him under clause 15, may appeal in writing to the Central Government within 30 days of the receipt of the order:

Provided that the Central Government, may, for reasons to be recorded, admit an appeal preferred after the expiry of 30 days.

(3) Every appeal referred to in sub-clause (1) shall be in writing and preferred within 14 days of the receipt of the order appealed against";

[File No. LB-13013/18/87-L.IV]

V. SANKARALINGAM, Director

संचार मंत्रालय

(दूरसंचार विभाग)

नई दिल्ली, 7 मिनम्बर, 1988

का.भा. 2783:—स्वांगी प्रादेश मध्य 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खण्ड III के पैरा (क) के अनुसार महानिदेशक, दूरसंचार विभाग तमिलनाडु टेलिकोम केंद्र के रीमयट्री और वेल्लियनै टेलिकोम केंद्रों तथा उत्तर प्रदेश सॉलिस के गोपीगंज टेलिकोम केंद्र में दिनांक 16-9-1988 से प्रमाणित दर प्रणाली लागू करने का निर्णय किया है।

[संख्या 5-1/88-पीएचबी]

एस. वीररागवत, महायक महानिदेशक
(पी. एच. बी.)

MINISTRY OF COMMUNICATIONS

(Department of Telecommunications)

New Delhi, the 7th September, 1988

S.O. 2788.—In pursuance of para 1(a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Department of Telecommunications, hereby specifies 16-09-1988 as the date on which the Measured Rate System will be introduced in Vaidyampatti and Velliyana Telephone Exchange under Tamil Nadu Circle and Gopiganj Telephone Exchange under Uttar Pradesh Telecom. Circle.

[No. 5-1/88-PHB]

S. VEERABHAGHAVAN, Assistant Director General (PHB)

श्रम मंत्रालय

नई दिल्ली, 29 अगस्त, 1988

का.भा. 2789.—औद्योगिक विवाद अधिनियम, 1947 की धारा 39 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार यह निदेश देती है कि संघ राज्य क्षेत्र, चंडीगढ़ में धारा 2 के खंड (क) (ii) में निर्दिष्ट किसी औद्योगिक विवाद के संबंध में उक्त अधिनियम की धारा 10 के अधीन प्रयोग की जाने वाली किसी शक्ति का प्रयोग अग्रणी प्रादेशों तक चंडीगढ़ प्रशासन के गृह मन्त्रि करेगा।

[सं. एम-11020/4/86-टी-1(ए)]

MINISTRY OF LABOUR

New Delhi, the 29th August, 1988

S.O. 2789.—In exercise of the powers conferred by Section 39 of the Industrial Disputes Act, 1947, the Central Government hereby directs that any power exercisable by it under section 10 of the said Act shall, in relation to any industrial dispute referred to in clause (a)(ii) of section 2 in the Union Territory, Chandigarh shall be exercised by the Home Secretary, Chandigarh Administration, till further orders.

[No. S-11020/4/86-D.I(A)]

का.भा. 2790.—केन्द्रीय सरकार ने यह समाधान हो जाने पर कि लोक-हित में ऐसा करना अपेक्षित था, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (vi) के उपखण्डों के अनुसूचना में भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का.भा. 977 दिनांक 19-2-88 द्वारा भारत सरकार टकसाल, कलकत्ता को उक्त अधिनियम के प्रयोजनों के लिए 11 मार्च, 1988 से छह मास की कालावधि के लिए लोक उपयोगी सेवा घोषित किया था।

और केन्द्रीय सरकार को यह राय है कि लोकहित में उक्त कालावधि को छह मास की और कालावधि के लिए बढ़ाया जाना अपेक्षित है।

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 2 के खण्ड (ड) के उपखण्ड (vi) के परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए 11 सितम्बर, 1988 से छह मास की और कालावधि के लिए लोक उपयोगी सेवा घोषित करती है।

[का. सं. एम-11017/6/85-डी-1(ए)]

S.O. 2790.—Whereas the Central Government having been satisfied that the public interest so required had, in pursuance of the provision of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), declared by the notification of the Government of India in the Ministry of Labour S.O. No. 977 dated the 19th February, 1988 the India Government Mint, Calcutta to be a public utility service for the purposes of the said Act, for a period of six months, from the 11th March, 1988;

And whereas, the Central Government is of opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purpose of the said Act, for a further period of six months from the 11th September, 1988.

[No. S-11017/6/85-D.I(A)]

नई दिल्ली, 30 अगस्त, 1988

का.प्र. 2791.—केन्द्रीय सरकार इससे संतुष्ट है कि लोकहित में यह है कि फासकोरगेट खनन उद्योग जो कि औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की प्रथम अनुसूची में प्रविष्टि 23 द्वारा शामिल है, को उक्त अधिनियम के प्रयोजनों के लिए उपयोगी सेवा घोषित किया जाना चाहिए;

अतः यद्य, औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 2 के खंड (द) के उपखंड (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त उद्योग को उक्त अधिनियम के प्रयोजनों के लिए तत्काल, प्रभाव से छह मास की अवधि के लिए उपयोगी सेवा घोषित करती है।

[फा. सं. एस-11017/4/85-डी-1(ए)]

नन्द लाल, अध्वर सचिव

New Delhi, the 30th August, 1988

S.O. 2791.—Whereas the Central Government is satisfied that the Public interest requires that the Phosphorite Mining Industry, which is covered by entry 23 in the First Schedule to the Industrial Disputes Act, 1947 (14 of 1947), should be declared to be a public utility, service for the purposes of the said Act;

Now, therefore, in exercise of the powers conferred by sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares with immediately effect the said industry to be a public utility service for the purpose of the said Act for a period of six months.

[F. No. S-11017/4/85-D.I(A)]

NAND LAL, Under Secy.

नई दिल्ली, 30 अगस्त, 1988

का.प्र. 2792.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसूर भारत गोल्ड माइन्स लिमिटेड के प्रबंधन से सम्बद्ध नियोजकों और उनके कार्यचारों के बीच, अनुसूचि में विनिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम, बंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22/8/88 को प्राप्त हुआ था।

New Delhi, the 30th August, 1988

S.O. 2792.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bangalore as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Gold Mines Ltd. and their workmen, which was received by the Central Government on the 22nd August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated 10th August, 1988

Central Reference No. 125/87

PRESENT :

I PARTY :

Shri Manoharan,
Rep. by Secretary
Bharath Gold Mines
Employees Union (CITU)
Marikuppam P.O.
K.G.F.

Vs.

II PARTY

The Chairman-cum-
Managing Director
M/s. Bharath Gold
Mines Limited
Corgaum, K.G.F.

APPEARANCES :

For the I party—Shri V. Gopala Gowda, Advocate.

For the II party—Shri K. J. Shetty, Advocate.

AWARD

By exercising its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour has made the present reference on the following point of dispute by its order No. L-43012/22/86-D. III(B)/D. II(A) dated 31st July, 1987.

POINT OF REFERENCE

"Whether the action of the management of Bharat Gold Mines Limited, Corgaum, K.G.F. in dismissing from service Shri Manoharan, ex-signalman, Golconda Shaft, Nandydroog mine, is justified? If not, to what relief is the workman entitled?"

2. The I party Union has filed claim statement and inter alia, it is contended as follows :

The I party is a registered union. Shri Manoharan, the workman is a member of their Union and they have been authorised to espouse his case. Manoharan joined the II party on 25th July, 1977 as a general labourer. After five years he was promoted as pipe fitter. From 1st March, 1984, he was promoted as Banksman Grade III. He was confirmed on 1st June, 1984. He was advised to work alternatively, as a Signalman, since they are comparative jobs. He was not given training for the post of Signalman. He has been illegally dismissed with effect from 20th February, 1986. The II party had issued a show cause notice dated 25th September, 1985, alleging certain acts of misconduct. He did not commit any such act. It was alleged that he had failed to ascertain signals from 1450 level, before the cage was set in motion and responded to both upcoming and down going signals simultaneously and endangered the life of Shri Chandrashekaran, Token No. 1661. Some preliminary investigations were conducted against him. Shri D. Vidyarthi, Chief Mining Engineering and Shri D. M. Panda, Deputy Director of Mines have held preliminary enquiries. He was not given copies of the proceedings. He gave his explanation. The chargesheet was very vague. The enquiry was not held in accordance with the principles of natural justice. The findings of the Enquiry Officer are perverse. The management has not taken into account extenuating and mitigating circumstances. He filed an appeal, but it was dismissed. An award may be passed for reinstatement and consequential benefits.

3. The II party has filed its counter statement and inter alia, it is contended as follows :

Promotions are given subject to availability of vacancies and suitability. He was given the position of Signaller and it was his duty to work diligently and with utmost care. He did not work diligently and it resulted in a death of an employee. Only for the timely communication given by others, the cage was stopped or else many more lives would have been lost. He was chargesheeted for gross negligence, causing death of an employee and for endangering the lives of others. The preliminary enquiry was a fact finding body. The enquiry held by Mr. Panda is a separate one and he has carried it out under the Mines Act, in his capacity as the Deputy Director of Mines Safety. Copies of the findings of the preliminary enquiry were given to him. He did not give any explanation to the show cause notice. After the preliminary enquiry, it was found that there was a prima facie case against him. Documents were supplied to him. The Enquiry Officer held the enquiry in accordance with law. It is not correct that he has acted as a prosecutor and a judge. He has followed the principles of natural justice. The Enquiry Officer has considered the evidence of both the parties. On going through the enquiry proceedings and report, the management found him guilty and he was dismissed from service. The promotion committee had met before the accident and he was given promotion before the said incident. The order of dismissal is legal. His reference may be rejected.

4. In view of the said pleadings, one additional issue shown as follows was framed.

"Whether the II party proves that it has held the domestic enquiry in accordance with law ?

5. It was taken up as a preliminary issue.

6. The II party management examined one witness and got marked Exs. M-1 to M-10.

7. The I party examined the workman himself and got marked Ex. W-1. The parties were heard.

8. By a considered order dated 15-2-88, this Tribunal has held that the enquiry conducted by the II party is valid.

9. The parties were called upon to adduce evidence, if any on rest of the matters and argue.

10. Thereafter the workman WW-1 Manoharan was recalled and examined further. Exs. W-2 to W-6 have been got marked.

11. No further evidence has been adduced for the II party.

12. The parties have been heard.

13. My finding on the point of reference is as follows :

The action of the management of the Bharat Gold Mines Limited in dismissing from service Shri Manoharan is justified. He is not entitled to any relief.

REASONS

14. Since the case of the II party management that it has held the domestic enquiry in accordance with law has been accepted, the next point that requires to be examined is whether the findings of the Enquiry Officer are sustainable as contended by the II party or whether they are perverse, as urged by the I party.

15. There is a two-fold test for perversity. The first test is to examine whether the finding is supported by any legal evidence or not. The second test is that whether on the basis of the material placed on record any reasonable person could have arrived at the finding complained of.

16. The findings of the Enquiry Officer are at Ex. M-4. The witnesses examined before the Enquiry Officer are (1) S/Shri K. S. Krishna Gowda, Sr. Mining Engineer (2)

D. Anandan, Sr. Mining Engineer, (3) M. George, Sr. Mining Engineer, (4) K. M. Narasimha Murthy, Dy. CME, (5) N. Chandrasekara, GFO, (6) K. G. Govindan, Foreman (Elect. 3), (7) I. Subbhasan, Winding Engine Driver, (8) C. Muthukrishnan, Benman, (9) S. Muthuswamy Narasimhan and (10) Vijayaraj, Elect. Fitter. There is no case of the I party workman that the oral evidence given by any of these witnesses was evidence not legally admissible. Similarly, there is no contention from the learned counsel for the I party that the Enquiry Officer has relied upon any document which was not legally admissible. Thus, it is not a case wherein the Enquiry Officer has based his findings on no evidence.

17. The learned counsel for the I party strongly contended that the findings of the Enquiry Officer are not sustainable, that they are perverse and that no reasonable person could have arrived at the said findings on the basis of the material placed on record. In deciding the question whether a particular conclusion of fact is perverse or not, the Tribunal will not be justified in weighing the evidence for itself and determining the question of perversity in the light of its own findings. In other words, the findings of the domestic tribunal cannot merely be brushed aside unless it is shown that they are based on no evidence. As regards the domestic enquiry, it is not permissible to assess the conclusion, even though it is possible for some other authority to arrive at a different conclusion on the same evidence. Keeping in view such principles laid down by catena of decisions, it requires that the evidence placed before the Enquiry Officer should be examined and it shall have to be determined whether the findings can be said to be perverse. Ex. M-1 is the chargesheet. It states that, Manoharan having a designation as a Signaller, I. No. 1108 was found to have neglected his work and caused a fatal accident on 19-7-85 at 9.30 a.m. at N.G.S. shaft, inasmuch as he failed to properly ascertain the signals from 1450 level, before the cage was set in motion and that having misinterpreted the signals, responded to both the upcoming and down-going cages simultaneously and further endangered the life of co-workers including Shri Chandrasekaran, T. No. 1661, cage guard and thus committed an act of misconduct as shown in the standing order 15 (b) (2) and MMR 55(c) and 55(b). There is no dispute on the point that Ex. W-1 is a letter from the workman to the Director of Mines Safety, K.G.F. There is no contention raised therein that at the relevant time, he was not the signaller and that it was not his duty to work as a Signaller or that he had no training or experience to work as a Signaller and because of such want of training or lack of experience there was the fatal accident. No suggestion has been made to any of the management witnesses on these lines, except as discussed here-in-below. When he was called to state about the charges framed against him by the Enquiry Officer on the first date of the enquiry, he has stated that he does not plead guilty to the charges. Besides that, he has not raised any contention that it was not his duty to work as a Signaller at the relevant time. Ex. M-7 is the explanation to the second show cause notice. No such contention has been raised therein. Ex. M-9 is the appeal filed by him. No contention has been raised by him that it was not his duty to work as a signaller at the relevant point of time. The contention of the workman that he had no training or that it was not his duty to work as a signaller is of no avail. Secondly, no such contention has been raised before the Enquiry Officer and it is thus evident that it is a belated contention.

18. The evidence of PW-2 Krishna Gowda discloses that on 19-7-85 at about 9.10 a.m. he went to the north cage and then himself. PW-3 Anandan PW-4 George etc. got into the bottom cage and informed the cage guard (who was none else than the deceased Chandrasekaran) that they intended to go to 1450 level and that after some workers entered in the top cage, the cage started moving and it stopped at 1450 level. His evidence then shows that the cage guard Chandrasekaran got out of the cage, to make way for him and others and then he came out of the cage and went towards the junction, but at that point, he heard some shouting voices as "Ring long one, stop the cage" and then he rushed back to the platform along with his aid and ran long one but observed that the cage had gone about 20 ft. below the platform and had got stuck up, but however the slack rope was going down. He further states that he was intermittently ringing the said signal bell, but

he never got the reply and in the meantime, he tried to contact on telephone, but there was no response. His evidence further discloses after sometime the rope stopped and in the meantime, he had sent his aid Basha to 1450 N 72 to have assistance for rescue work. He further states that he had also sent the mate Pitchamuthu to go to 1600 flat to ring 10+1 signal and to inform the superior officers about the incident. His evidence then discloses that about 15 minutes later he heard Pitchamuthu shouting and saying that he rang 10+1 signal and got a reply and he had informed the banksman about the details of the incident. He has then stated that Chandrasekaran was struck up between the cage and the west lining of the shaft and however, he rescued the other persons, trapped in the cage. His evidence further discloses that then the other officers and other workers arrived at the spot and the dead body of Chandrasekaran was removed and the rescue operations were completed by 2 p.m.

19. There is no dispute on the point that the following are the relevant signals and it will be pertinent to remember about them, since all the witnesses have given evidence with reference to these signals.

Signal	Meaning
1-	Stop
2	Lower down
3	Hoist up
6	Speaking on telephone
(Long one)	Alarm
10+1	(Do not move, and the reason might be anything)

The system of operation of the cage is that the signalman gives the signals to the winding engine driver and the said driver hoists up or lowers down the cage as per the signals. The cageman sends the signals or gets the signals only from the signalman and he does not directly contact the Winding Engine Driver. There is no dispute on the point that the spots where the signalman and the winding engine driver work are entirely different and they do not see each other. The cage is at a different place and the cageman will not be able to see either the signalman or the winding engine driver. It is, thus, obvious that the cageman and the winding engine driver are exclusively operated by the signalman and necessarily the cageman and the winding engine driver have no other direction or guidance or instructions from anybody else, except the signalman. In the said admitted background, the evidence placed before the Enquiry Officer requires to be gone into.

20. The evidence of PW-2 Gowda indicates that before getting out of the cage, he had heard signal 1. To a certain question of the Enquiry Officer, PW-2 Gowda has stated the person responsible to give the signal for further movement of the cage at the plat (plot means platform) is the cageman. He further states that after he went out of the cage, he did not particularly note as to whether any signal was given by anybody from the plat. The cross-examination of PW-2 Gowda is on page 26 of the enquiry proceedings Ex. M-3. As per the aforesaid procedure, unless the cageman the said Chandrasekaran had given signal 2, the I party workman signalman could not have given signal 2 to the driver and the driver would not have lowered down the north cage. The cross-examination of PW-2 Gowda is directed on the point that in certain mines for some plats, there is a separate workman called as bellman and he gives signals for the further movement of the cage from that plat. It is an admitted fact at 1450 level there was no such separate bellman. It has been explained by PW-2 Gowda that the bell is approachable from the cage and the practice of the cageman himself giving the signal bell for further movement of the cage had been followed. In my opinion one cannot find any fault with the said procedure and it cannot be said that there is likelihood of any calamity in following the said procedure. As discussed above, unless the cageman sends a signal to the signalman, the signalman cannot give his own signals to the driver for further movement of the cage. From these admitted facts it emerges that there is no element of risk if the cageman

himself puts his hand beyond the cage and gives the signal 2 to lower down or signal 3 to hoist up the cage. There would be ample time to withdraw his hand, before the signalman receives such signals, understands the same, makes up his mind about the movement of southern and northern cages, gives his own signals to the Driver and only then the driver hoists up or lowers down the cage. Undoubtedly, considerable time a minute or more will be required for the signals passing from the cageman to the signalman and then to the Driver, before which the cageman can withdraw his hand many more times than once. It is, thus, obvious that there is no substance in the contention that since there was no bellman at the 1450 plat there was any cause for the said accident. Nothing transpires from the evidence of PW-2 Krishna Gowda that some one else had ever given any signal No. 2 from 1450 plat and because of such a signal, the cage was lowered down before Chandrasekaran got into the cage and closed the door. It cannot be said that the appreciation of evidence of PW-2 Krishna Gowda by the Enquiry Officer is erroneous.

21. In order to prove that the signals and telephones were in good working order, the management has examined PW-1 Chaluvaraya, the general foreman. It appears in his evidence that on 19-7-1985 he had gone to 1450 level around 8.20 a.m. along with the electrician and had tested telephone and bell signals that that everything was found all right. He has further stated that he had completed the statutory inspection on that day before the incident took place at 9.20 a.m. As per his evidence at about 9.20 a.m. he was at 1600 level N 72 and then one Albert, aid to PW-2 Gowda went there running and informed him about the accident and then he collected the material and men and went to 1450 level at about 9.45 a.m. His evidence then discloses that the top of the north cage was about 24 ft. below the plat and the slack rope had gone down on the southern side and then he attended to the reseve work. The cross-examination of PW-1 Chaluvaraya is to be found on page 20. For every witness, the I party workman has sought for time for cross-examination and the cross-examination of almost all the witnesses has been deferred and recorded long after they had given their evidence in examination-in-chief. PW-1 Chaluvaraya has also been cross-examined on the point whether there was any bellman at 1450 level. Admittedly there was no bellman. There is nothing in his cross-examination to indicate that either the deceased Chandrasekaran or someone else in the cage had ever given any signal such as No. 2, as a consequence of which the cage had started moving down.

22. PW-3 Anandan, agent, incharge of J. South Bottom has stated that he was one of the persons who had proceeded to plat 1450 in the north cage on that day and when the cage reached 1450 level he heard signal one and late Chandrasekaran replied signal one in turn, then some workers in front of PW-2 Krishna Gowda got down to make way and thereafter Krishna Gowda and his aid got down and went ahead and after that when the persons who had got down were returning to the cage, the cage started moving downwards and that Varadaraj, Survey mistry was however pulled inside whereas Chandrasekaran could not be pulled inside and that he was caught in between the cage and the shaft, lining, though all of them started shouting to ring long one. He has further stated that there was no response from the signalman to the said signal and the cage had struck between 16 ft. and 20 ft. below the said level and the slack rope was going down, stopping two or three times in the middle. He has further stated that PW-2 Gowda tried to contact banksman by telephone, but there was no response. It is an admitted fact that the banksman has his own separate room and he does not give any direct instructions either to the cageman or to the signalman or to the driver. The fact that the slack rope went down stopping here and there twice or thrice, has been consistently spoken to by all these 5 witnesses. The evidence of PW-2 Gowda is corroborated by PW-3 Anandan that long one signal was given, but there was no response and the slack rope went downwards and downwards. The cross-examination of PW-3 Anandan is on page 29. He has been questioned on the point that if the south cage, which was being hoisted up had stopped at 1250 level, can it not be a fact that the north cage, which was lowered down must have stopped somewhere above the 1450 level. The witness has stated that it may be correct. The said question and

answer do not help the I party workman, since there is no dispute that until the north cage stopped at 1450 level, the signals were operating correctly. The cross-examination of PW-3 Anandan itself shows that soon after the north cage reached the 1450 level, Chandrasekaran rang the bell and gave signal one. His evidence further shows that Varadarajan and later Chandrasekaran were the last persons to enter the cage and this fact has been corroborated by other witnesses also. PW-3 Anandan has categorically stated that nobody had rung the bell, giving signal two before the cage was lowered down and he states that he is sure about it. The cross-examination of PW-3 Anandan further discloses that the body of Chandrasekaran had been caught between the cage and the shaft lining. His cross-examination indicates that only when Pitchamuthu gave signal for 1600 plat he got the reply but PW-2 Krishna Gowda did not get any reply to his signal long one. The evidence of MW-3 Anandan also thus shows that neither Chandrasekaran nor anybody else from 1450 plat had ever given any signal No. 2 to lower down the cage and without any such signal the cage was being lowered down all of a sudden.

23. PW-4 M. George, the agent incharge has stated that he was one of the persons who travelled in the north cage on 19-7-85 to 1450 level and when the cage reached that level, signal one was given and it was replied and then some persons who were in front of Krishna Gowda and also the cageman Chandrasekaran went outside the cage, to make way to Krishna Gowda and that when the survey maistry and Chandrasekaran were about to enter the cage, the cage moved downwards and that the survey maistry was pulled inside, but cageman Chandrasekaran was caught between the cage and the lining of the shaft and the cage went down by about 22 ft. He has further stated that all of them shouted to ring long one and that Krishna Gowda rushed back and exclaimed that he was ringing long but there was no answer from the signalman and that he heard the sound of rope sliding down and then stopping. His evidence then discloses that in the meanwhile someone had gone to 1650 level and the long one and 10+1 were given and thereafter rescue operations were done. The cross-examination of M. George is to be found on page 23. It shows that the cage stopped exactly at 1450 level and that there was no bellman at the said plat. The cross-examination of PW-4 George indicates that he is not certain about the name of the survey maistry but it was the survey maistry who was pulled inside whereas Chandrasekaran was caught in between the cage and lining of the shaft. The witness has stated that he has noted about these things in his diary. It appears that the workman did not seek for the production of the said diary. As observed earlier, it is of no consequence whether there was any bellman at plat 1450 or not.

24. Next witness examined for the management is PW-5 C. Munirathinam. PW-5 Munirathinam is the bellman at 2000 level. His evidence is on the point that on 19-7-85 when he was on duty at about 8.45 a.m. the cage was clutched to 2600 level and the north cage went up. It further appears in his evidence that sometime later he did not see the movement of the cage and he entertained suspicion and rang six for telephone signal, but he did not get reply. He further states that at about 9.15 a.m. he saw the slack rope coming downwards and immediately he gave 10+1 signal and the banksman contacted him on telephone and he told him that he was not able to see the cage even though he was seeing the movement of the slack rope. He further states that sometime later, the slack rope also stopped and the agent contacted him on telephone and he informed him about these matters. The cross-examination of PW-5 Munirathinam is on page 25. It has been put to him that the persons who land at the plat or the bellman gives the level indicator to the signalman and signalman after seeing the level indicator transmits the same to the engine driver. The witness admits about the said procedure. The question and answer are consistent with the procedure of operating of the cage, as described above. The following question and answer are pertinent to the point involved.

Qn. On the day of the incident before the north cage could go down, platman or lander gave the level indicators for 1450, 2000 and 2600 and I transmitted the same signal to you, do you agree with me?

An. I do not know what levels were given by landers or platman to the signalman. I am only concerned with the signal transmitted by the signalman. First before starting the winding engine, I got only 1450 indicator.

The said question and answers do not suggest that any bellman of any platman will also come to know about the signals or indicators given to the landers or bellman of any other plat. The I party workman has then questioned him, namely PW-5 Munirathinam that he had stated that the workman told him that there was a report from 2000 level, that there was slack rope and PW-5 should wait for clear picture and that after the incident no signal was given to him. The cross-examination of PW-5 further discloses that when he got the long one signal, he stopped the cage and then he got signal for resetting the level indicator and then he effected the resetting. It is only after the said resetting, he learnt about the incident. There is nothing in the cross-examination of PW-5 Munirathinam to show that the I party signalman had received any signal from 1450 level to lower down the cage.

25. The evidence of PW-6 Srinivasan, winding driver shows that on 19-7-85 at about 9.30 a.m. north cage came to the surface and then he got 1450 level indicator and also signal-2 for lowering down the cage for 1450 level. He then states that as per the signal, he lowered down the north cage and got the resetting signal by buzz, and then he effected the resetting and crossed 1450. He has further stated that then he got 1250 level indicator for the south cage, which was being hoisted up and as per the level indicator the south cage was stopped at 1250 level and for confirming the same, he got signal one. His evidence then discloses that he then got the buzz signal for resetting 1250 level and he erased 1250 level signal. So far the signalling operation as regards the south cage has been consistently operated. The evidence of PW-6 Srinivasan then discloses that then he got the level indicator for 1450 level and got signal two and accordingly the north cage was stopped at 1450 level. After it was stopped, he got signal one and further got the signal for resetting and he removed 1450 level indicator. His evidence then discloses that he got 1050 level indicator and got 1+3 for stopping south cage at 1050 level. He has stated that when he brought the south cage to 1070 level, he got signal one for the said cage and accordingly south cage was stopped at 1070 level and indicator was erased. He has categorically stated that then he got signal-two and 2,000 level indicator for the north cage and accordingly he stopped the north cage at 2,000 level and got signal-one and then further received 2250 level indicator and signal-two and further more received 2350 level indicator and stopped the cage at 2350 level. According to his evidence, he got signal-one after sometime and then received 2450 level signal and signal No-two and stopped the north cage at 2450 level. It emerges from his evidence that after sometime, he further got the level indicator for 2600 level and signal-two for lowering down the north cage to 2600 level. His evidence then discloses that when the cage was travelling, he got signal-one when the south-cage cap was about 2 ft. below the surface and then he made enquiry with the signalman as to why the cage was not handed over for inspection and the signalman told him that the north cage had not gone down though the rope had gone down and in the meanwhile the manager rushed to the winding room. He has then stated that after sometime the Chief Engineer and other officers inspected the winder and thereafter the matter came to an end. The evidence of PW-6 Srinivasan then indicates that without receiving any signal from the level of 2,000, 2250, 2350, 2450, 2600, the I party workman went on giving signals to the winding engine driver to lower down the cage. The cross-examination of PW-6 is to be found at page 35. In his cross-examination, the workman has himself confirmed the procedure that the lander or the platman gives the level indicator to the signalman and the signalman after seeing the level indicator transmits the same to the engine driver. About the said procedure, there is no dispute at all. It has been suggested to PW-6 Srinivasan that on that day in the north cage the lander or the platman (in this case there was no platman. It means the cageman himself) gave the level indicators for 1450, 2,000 and 2600 and then he transmitted the same to him. The witness has stated that he does not know to which levels the lander or the platman or the cageman had given signals to him and he is concerned only with

the signals transmitted to him, the signalman. By no stretch of imagination, it can be ever thought of that any lander or any person proceeding in the cage would have given signal to the I party signalman for landing the cage at 2,000 or 2,600 level when admittedly the cage had got struck up a few feet below the 1450 level. When the cage had not reached the level of ,000 or ,600, it can never be imagined that anybody could have further given him the signal-two to further lower down the cage to 2600 level. The case of the management that the I party workman has misinterpreted the signals and had himself, on his own given signal number two for lowering down the northern cage till the level of 2,000 without corresponding signals being given to him from the cage or the plat is conclusively proved by the evidence of PW-6 Srinivasan. The following questions and answers from the evidence of PW-6 Srinivasan indicate that he faithfully carried out the indications, signals and instructions by the I party signalman.

Qn. The cage has not completed the trip. Why did you ask the signal man to hand over the winder for daily inspection?

An. Normally handing over the winder for daily inspection is to be around 9.00 a.m., but on the day it was already 9.45 a.m. and also I was hungry I wanted to have break fast during inspection time as per the past practice, that is why I asked him for inspection.

Qn. What is my reply?

An. You told me that, it is reported at 2000 slack rope has occurred and wait for some time and I will give you clear picture later.

Qn. After the incident did I tell you to move the cage?

An. Neither you told me verbally nor you gave any signals for the movement of the cage.

Qn. Since I told you about the occurrence of slack rope you had resettled the level indicator, it is not?

An. I got long one and immediately stopped the cage and I got signal for resetting the level indicator and immediately I resettled the level indicator and after some time when I enquired then only you told me about the occurrence of the slack rope.

26. PW-7 Govardhanan has given evidence on the point that on 19-7-85 he was given the work to change the stand by signal bell in the main cabin and himself and his Assistant Vijayaraj went to the main signal cabin and attended to their duties. He has further stated that when they were in the said cabin the signalman told them that he was receiving long-one from 1450 level and he saw about it, but sometime later it stopped. He has further stated that they the signalman, the I party workman started his normal work and in the meantime the I party signalman informed the banksman that telephone bell was being received from 2,000 level and the banksman gave further instructions to the signalman. The learned counsel for the I party contended that no repairs can be effected when the cages are being hoisted up or lowered down and since Govardhanan and Vijayaraj were meddling with the signals, there was no misconduct on the part of the I party workman. The evidence of PW-7 Govardhanan and PW-8 Vijayaraj rules out that they meddled with any other signals. They have attended only to the standby signal. No piece of evidence has been pointed out to support the contention that PW-7 Govardhanan or PW-8 Vijayaraj had meddled with the signals and they were responsible for the fatal accident. The cross-examination of PW-7 Govardhanan is on page 37 and that of Vijayaraj at page 40. PW-7 Govardhanan has emphatically denied the suggestion that he attended to any repair work of the signal Board. According to the evidence of PW-7 he changed the standby bell after there was 10+1 signal from 2000 level. He has made it very clear that the standby signal had nothing to do with the normal working of the signals and the signalman did not object for attending to the standby signal. Similarly, his Assistant PW-8 Vijayaraj has categorically stated that he has never worked on the signal board. The cross-examination of PW-8 Vijayaraj itself shows that long one was being received from 1450 level. If it is a fact

that a long one signal has been received from 1450 level, as per the cross-examination of PW-8 Vijayaraj it means that there is all the truth in the evidence of PW-2 Krishna Gowda that he hurried back and gave the long one signal for stopping the cage at that point itself. The evidence on the contrary shows that the slack rope went on hanging down and unfortunately for those who were in the cage, the cage did not slid down, because the dead body of Chandrasekharan had caught the cage in the middle. There is absolutely nothing to dislodge the proof that only because the cage had been struck up, the lives of a number of persons were saved, or else the cage would have banged on the floor with the fatal consequences to a number of persons.

27. The evidence of PW-9 K. M. N. Narasimamurthy, the Asstt. Manager corroborates the evidence of PW-2 Gowda, PW-3 Anandan and PW-4 George. The learned counsel for the I party pointed out to a statement appearing in the evidence of PW-9 Murthy that according to him the electricians were repairing the telephones and bells and the said admission indicates that the misconduct was not on the part of the I party Manoharan. There is the direct evidence of PW-7 Govardhanan and PW-8 Vijayaraj on that point. I do not find that there is any admission by PW-9 that the main line signals had been meddled by PW-7 or PW-8. The cross-examination of PW-9 Murthy is to be found on page 16. Much of the cross-examination is on the point that at 1450 level there was no bellman. The presence or absence of bellman at 1450 level was not at all material, as observed earlier. The witness has been questioned regarding the qualification and training of the I party workman. But there is nothing to suggest that he was not holding that post and working as a signalman since considerable time. It is not the case of the I party workman that at any time had protested that he should not be posted to work as a signalman.

28. The next witness examined for the management is PW-10 Muniswamy, the Banksman. The evidence of Muniswamy discloses that at 1450 level when the cage stopped, he heard signal-one and after sometime, he clearly heard signal-two. It appears in his evidence that in the course of his receiving the signals for lowering down the north cage and hoisting up the south cage he was told by the I party signalman that he was receiving 10+1 signal from 2000 level and then he asked the signalman to confirm the same and immediately stopped the movement of the cage. It further appears in his evidence that then he contacted the bellman PW-6 Munirathnam of the 2000 level, and he was informed that only the rope was going down and not the cage. The evidence MW-10 thus substantiates that of PW-2, PW-3, PW-4 and PW-6. In his cross-examination of PW-10 Muniswamy at page 32, it has been ascertained that he got the 10+1 signal from 2000 level. There is nothing to substantiate the case of the workman in the cross-examination of PW-10 Muniswamy.

29. The workman on his part has examined himself and 4 witnesses. The evidence of DW-1 Munirathnam is hearsay evidence since he did not hear any signal in the cabin of the signalman and he has admitted that he did not hear any signals before the north cage reached 1450 level. The evidence of DW-2 Swaminathan shows that somebody in the cage gave signal two and he heard a reply from the surface and again he heard signal two from 1450 level and then the cage started moving down. No such suggestion has been made to any of the management witnesses. Presuming for a while that somebody in the cage had given signal-two at 1450 level, still then there is no explanation as to how the cage was lowered down upto 2,000 level and as to how various signals were given for the intermediate levels. The evidence of the said witness is thus not consistent with the concrete fact that the slack rope had gone down and downwards, and that the cage had struck up in the middle. The evidence of DW-2 Swaminathan, DW-3 Krishna Gowda, DW-4 Dhanraj on the point that somebody had given signal-two from 1450 level can hardly be accepted in the face of the case that the workman had given further signal-two at different levels even below 1450 level. The appreciation of evidence by the Enquiry Officer cannot therefore be called as perverse.

30. The learned counsel for the I party contended that there were 37 men in the cage, beyond the capacity of the cage and it cannot be said that the I party workman was

negligent. Whether there were more persons in the cage beyond the capacity is not a question involved in the matter and the said factor has no relevance to the reception and transmission of signals by the signalman from his cabin. The learned counsel contended that deceased Chandrasekaran did not get into the cabin, since he had to give the signal which was outside the cage. The evidence on record demonstrates that the signal is just by the side of the cage and the practice is that the signal is given by the cageman from inside the cage. I do not find anything on record to dispute the fact that the bell is by the side of the cage and one can easily give the signal from inside the cage. The learned counsel for the I party contended that the I party was not given the training and manual of instruction was also not given to him. In his statement recorded on 11-1-86, the workman Manoharan has nothing to complain about his any incapacity to work as a signalman on account of want of any training or on account of manual of instructions being not given to him. I do not find any force in the said contention.

31. The learned counsel for the I party referred to the case of Rajinder Kumar Kindra and Delhi Administration (1984 II L.L.J. Page 517). The principle laid down in the authority is that if the findings of the Enquiry Officer are not based on evidence placed on record but on surmises, the same cannot be sustained. The learned counsel for the I party then referred to the case of Anil Kumar Vs. Presiding Officer and Others (1986 I L.L.J. Page 101). The authority states that the Enquiry Officer should give reasons for his conclusions and if reasons are not given, it is not sustainable. The principles laid down in both the authorities have not been attracted, since the Enquiry Officer has discussed the evidence produced by both the parties in his findings Ex. M-4. The Enquiry Officer has specifically arrived at a conclusion that the workman failed to ascertain the signals from the various levels including from 1450 level. It cannot be said that the findings of the Enquiry Officer are not supported by valid reasons or that they are based on conjectures and surmises.

32. The learned counsel for the I party cited the case of Kamath Vs. K. S. R. T. C. (1986 I.L.R. Karnataka (Page 839). The authority states that if there is promotion after receipt of reply to show cause notice, it means that the management had abandoned the enquiry. The facts and circumstances at hand are entirely different and the case law is not pertinent.

33. The learned counsel cited the case of Kamath Vs. K. S. R. T. C. referred to above in order to support his contention that in the meanwhile the workman had been promoted and therefore there cannot be any act of misconduct on his part and that the management has implicitly condoned and abandoned its case against him. In the counter statement the II party has contended that the promotion Committee had met and recommended his case long before the date of accident and hence he was promoted. On going through the counter statement and the evidence placed before me, I find that no inference can be drawn that the management had condoned his said act of misconduct and because it condoned his act, he was promoted. It is reiterated that the fact being different, the principles laid down in the authority are not attracted.

34. The learned counsel for the I party cited the case of Hindustan Tin Works Limited Vs. Its Employees (1978 II L.L.J. Page 474) and S. G. Chemicals and Dyes Trading Employees Union Vs. S. G. Chemicals and Dyes Trading Limited (1986 I L.L.J. Page 490). Both the authorities are on the point that if the termination of service is illegal, the workman is entitled to full back wages. The authorities have no bearing since it has been held that it is not a case where the findings of the Enquiry Officer are not sustainable.

35. The learned counsel for the I party has placed before me the Metalliferous Mines Regulations, 1961 and submitted that the II party had not followed these regulations. The word signalman has been defined in Regulation No. 2(33). It means a person appointed to transmit signals. Chapter 3 deals with the subject of examination and service of competency and fitness. No provision has been pointed out from Chapter 3 or from Regulation 12 of Chapter 3 that any certificate is required for a signalman. The said Chapter

deals with qualifications and training for the posts of foreman, mate, engine driver, blaster and gas tester. It is not the case of the I party workman that he had no experience and in spite of it he had been promoted and working as the signalman under duress. He cannot be permitted to blow hot and cold and contend that he had the required training and qualification for keeping up his promoted post and contradict the same for contending that the mishap was on account of want of training on his part.

36. It is not the case of the I party workman that there was signal two from any of the levels below 1450 level. In his statement, he has stated that the lander misty had put the level indicator lines for 1450, 2000 and 2600 levels. In that connection, the evidence of PW-C. Munirathinam has been already discussed and secondly there is no dispute on the point that the signalman has to give instructions to the engine driver on the basis of the signals given by the bell man and not to operate only on the basis of the light indicators. In his evidence, the workman Manoharan has himself stated that generally he used to work only on the basis of the sound of signals. In his evidence, he states that from 1450 level, he heard signal two and again he heard confirmatory signal two. The said statement of the workman that he had heard signal two from 1450 level has been established to be untrue by the evidence of several witnesses as discussed above. Even if it is supposed that by some mysterious means he had the impression that there was signal two from 1450 level, there is absolutely no answer as to how he gave further signals to lower down the cage to 1600 level and again to 2,000, 2250, 2350, 2450 and finally to 2600 level, since the cage had already struck up between 1450 to 2000 level and by no stretch of imagination anybody could have given signal two from level numbers 2,600, 2,250, 2,350 and 2,450 for the simple reason that there was none at those levels to give signals for lowering down the cage still further. Looking from any angle, the explanation given by the workman falls to the ground.

37. In his evidence dated 7-3-1988, the I party workman has contended that one Shri Shigamani had been involved in a similar incident but he has not been dismissed from service and in that connection, he has relied upon the order of punishment Ex. W-3. Ex. W-4 is the show cause notice issued to Shigamani. Ex. W-5 is a letter written to Shigamani on 11-8-86. On going through the evidence of WW-1 and the documents at Exs. W-3, W-4 and W-5, it cannot be said that the facts and circumstances of the case of Shigamani are identical with the facts of the present case. It has not been made out that the management has indulged in any act of discrimination.

38. The workman has contended that since he was a leader of CITU, he has been victimised. He has relied upon a certificate Ex. M-6 in that connection. No particulars of victimisation have been pleaded nor proved. A bare statement that he was a leader in the CITU carries no force. The workman has relied upon the report of Shri D. Vidyarthi in order to contend that some other persons are also involved in the matter. The point involved is whether the findings of the Enquiry Officer are perverse. It has been already observed as to how it makes very little difference, if on the basis of the same evidence any other authority arrives at a different conclusion. Ex. W-6 does not prove for the workman that the findings of the Enquiry Officer are perverse. The documents produced by the management at Ex. M-5, the second show cause notice, the explanation given by the workman at Ex. M-7, the memorandum of appeal at Ex. M-9 and the order passed in appeal Ex. M-10 disclose that the management was fair in giving him all the further opportunity of being heard and I do not find that the appellate authority has committed any error in rejecting his appeal. In my view, it cannot be said that the order of dismissal at Ex. M-8 is not sustainable.

39. Looking at the facts and circumstances of the case, I do not find that the punishment imposed on him is not proportionate to the act of misconduct committed by him. It cannot be forgotten that the negligent act of the I party workman has resulted in the death of the cageman and in grave danger to the lives of several others.

40. In the result, an award is passed to the effect that the management of Bharat Gold Mines Limited, Gorgaon,

K.G.F. is justified in dismissing Shri Manoharan, ex-Signalsman, Colconda Shaft, Nandydroog mine from service and that he is not entitled to any relief.

(Dictated to the Personal Assistant, taken down by her, got typed and corrected by me.)

B. N. LALGE, Presiding Officer

[No. L-43012/72/86-D III (B)]

नई दिल्ली, 30 अगस्त, 1988

का.घा. 2793--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रत्नाकुण मैग्नेसाइट माइन्स, सेलम के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-88 को प्राप्त हुआ था।

New Delhi, the 30th August, 1988

S.O. 2793.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Ramakrishna Magnesite Mines, Salem and their workmen, which was received by the Central Government on the 23rd August, 1988.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL TAMIL NADU MADRAS

Thursday, the 28th day of July, 1988

PRESENT :

Industrial Dispute No. 42 of 1986

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the Management of Ramakrishna Magnesite Mines, Salem).

BETWEEN

The workmen represented by

The President,

District National General Workers Union,
69, Dr. Subbarayan Road, Salem-636001.

AND

The Proprietor,
Ramakrishna Magnesite Mines,
Kondappanaickenpatti P.O.,
Salem-636008.

REFERENCE :

Order No. 19(1)/86-Con. II/D.III (B), dated 10-6-1986 of the Ministry of Labour, Government of India, New Delhi.

This dispute after restoration, coming on this day for final disposal upon perusing the reference, claim and counter statements and other connected papers on record and upon hearing of Thiruvallargal A. Asokan and M. R. Ravindran, Advocates appearing for the Management and the Union being absent, this Tribunal passed the following :

AWARD

This dispute between the workmen and the Management of Ramakrishna Magnesite Mines, Salem arises out of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 by the Government of India in its Order No. 19(1)/86-Con. II/D.III (B), dated 10-6-1986 of the Ministry of Labour for adjudication of the following issue :

"Whether the action of the management of Ramakrishna Magnesite Mines, Kondappanaickenpatti, Salem in terminating the services of the 15 workmen listed below with effect from 24-8-1985 is justified ? If not, to what relief are the workmen entitled ?"

1. Shri P. Jayaraman
2. Shri M. Ganapathi
3. Shri P. Ramu
4. Shri I. Govindan
5. Shri K. Kamalesan
6. Shri P. Palanisamy
7. Shri M. Subramani
8. Shri Backiam
9. Shri J. Chinnapillai
10. Shri K. Mariamam
11. Shri K. Chandra
12. Shri M. Kamala
13. Shri K. Madavi
14. Shri K. Ponnammal
15. Shri V. Chettu

2. Parties were served with summons.

3. As the Petitioner-Union was absent and not represented, this Tribunal has passed an award on 29-10-1986 that the claim of the workmen was dismissed for default.

4. Against the award, the counsel for the Petitioner-Union filed a Miscellaneous Application No. 136 of 1986 praying to set aside the ex parte award. As per the order by this Tribunal on 6-3-1987, the above Application was allowed and the Industrial Dispute No. 42 of 1986 was restored to file.

5. Petitioner-Union filed its claim statement on 9-4-1987 putting forth the claim of the workmen. In repudiation thereof, the Management filed their counter statement on 21-7-1987.

6. After several adjournments, when the dispute was taken up for enquiry, the Petitioner-Union was absent and no representation was made. Respondent-Management was represented by counsel and ready.

7. Hence the Industrial Dispute is dismissed for default. Dated, this 28th day of July, 1988.

K. NATARAJAN, Industrial Tribunal

[No. L-19/1/86-Con. II/D.III (B)]

नई दिल्ली, 31 अगस्त, 1988

का.घा. 2794--औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, ई. भारत कोकिंग कोल लि. का सुवामरीह कोलियरी के प्रबन्धन से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 1) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-88 को प्राप्त हुआ था।

New Delhi, the 31st August, 1988

S.O. 2794.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1), Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the Sudamdih Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 23rd August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947

Reference No. 18 of 1984

PARTIES :

Employers in relation to the management of Sudamdih Colliery of Messrs Bharat Coking Coal Limited.

AND

Their Workmen.

PRESENT :

Shri S. K. Mitra, Presiding Officer.

APPEARANCES :

For the Employer—Shri R. S. Murty, Advocate.

For the Workmen—Shri J. P. Singh, Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 29th July, 1988

AWARD

By Order No. I 20012(198)/83-D.I.H.A. dated, the 16th March, 1984, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Sudamdih Colliery of Messrs Bharat Coking Coal Limited, P.O. Sudamdih, District Dhanbad (Bihar) in denying employment to Smt. Hiramani Devi, wife of late Chandra Shekhar Prasad, Ex-Mechanical Helper, and in providing employment in her place, to Shri Birendra Prasad, nephew of the deceased workman, is justified? If not, to what relief Smt. Hiramani Devi is entitled?"

2. The case of the management, details apart, is as follows.

The reference is bad in law inasmuch as the subject-matter of the present reference does not constitute an industrial dispute within the meaning of Sec. 2(k) of the Industrial Disputes Act, 1947. Chandra Sekhar Prasad employed in Sudamdih Shaft Mine of M/s. B.C.C. Ltd. as Mechanical Helper died in an accident in the said mine on 4-10-76. The management, as per the policy decision and recommendations of the Safety Conference to the effect that one dependant of the workers who may be fatally injured in mining accident be provided employment by the employers, provided employment to Birendra Prasad as Cat. I Mazdoor by a letter of appointment dated 8-7-77. This was done on the basis of written petition submitted by Hiramani Devi wife of deceased Chandra Sekhar Prasad wherein she stated that she was not capable of doing any job and that she was desirous of having the nephew of her husband Birendra Prasad employed. She further stated in her petition that she had confidence in the said nephew and that he would look after her in making her life happy. Birendra Prasad at the same time gave an understanding on the same petition to the effect that he would take full care of her livelihood and welfare and if any complaint was received his services could be terminated. On the basis of the aforesaid written petition of Hiramani Devi and the undertaking given by Birendra Prasad, the letter of appointment was issued to the latter embodying the necessary conditions as aforesaid. The management received no complaint for breach of undertaking by Birendra Prasad till 1983. Rashtriya Colliery Mazdoor Singh, Sudamdih Branch, wrote letter to the Asstt. Labour Commissioner (C), Dhanbad on 14-9-83 stating that taking advantage of the illiterate widow Smt. Hiramani Devi, Birendra Prasad, son of Butu Saw was provided employment as dependant of late Chandra Sekhar Prasad. It was resorted to the

management that Hiramani Devi was living with her husband's nephew Birendra Prasad after he was appointed. It is alleged that some vested interests instigated her to file the present complaint. The management is not concerned with the relationship or dealings between Smt. Hiramani Devi and Birendra Prasad. Smt. Hiramani Devi is not a workman within the meaning of Sec. 2(s) of the Industrial Disputes Act and had Birendra Prasad committed any breach of contract, her remedy would lie in a Civil Court.

3. Assistant Secretary of Sudamdih Branch of Rashtriya Colliery Mazdoor Singh submitted written statement on behalf of Hiramani Devi. This written statement, briefly stated, is as follows :

Chandra Shekhar Prasad was a permanent worker of Sudamdih Colliery. There was a fatal mine accident in that colliery on 4-10-76 and a good number of workers including Chandra Shekhar Prasad died in the accident. As per decision of Joint Union Management High Power Consultative Committee it was decided that at least one dependant of accident victim were to be provided with employment to rehabilitate the family, besides monetary relief by way of compensation. Accordingly employment was offered to all male dependants of workman who lost their lives in the accident. Hiramani Devi, wife of late Chandra Shekhar Prasad had no male dependant. She applied for employment, but the management for reasons best known to it, declined to give employment to female dependant. Due to this constraint imposed by the management Hiramani Devi had no alternative but to nominate the nephew of her late husband for employment on condition that he would look after her. The management gave employment to Birendra Prasad, the nephew of late husband of Hiramani Devi on the written condition that he would look after Hiramani Devi. The written condition also envisages that his employment would be terminated the moment he would neglect to look after the widow. Birendra Prasad sometime after getting employment started misbehaving with Hiramani Devi and neglecting her. Hiramani Devi complained of this fact to the management, but instead of taking any action against Birendra Prasad, advised her to go to the Civil Court. The action of the management in denying employment to her is unjustified because the employment in the particular case was meant for 'dependant' of victims of fatal mine accident occurred on 4th October, 1976. Nephew is not a dependant and so Hiramani Devi is entitled to be provided with employment in place of her husband's nephew, Birendra Prasad.

4. In the rejoinder to the written statement filed by Rashtriya Colliery Mazdoor Singh on behalf of Hiramani Devi, the management has asserted that since she was not interested in employment and since she expressed her desire that employment be given to the nephew of her husband, Birendra Prasad was appointed. The management has categorically denied that it has imposed any constraint on Hiramani Devi with regard to her employment.

5. At the instance of the management Birendra Prasad was made a party to the present reference. In his written statement Birendra Prasad has stated that Hiramani Devi was living in the joint family and had full faith on him. M/s. B.C.C. Ltd., after being thoroughly satisfied with the contention of Hiramani Devi, interviewed him and provided him with employment. It is alleged that Hiramani Devi has since changed her mind at the instance of interested person and is now claiming the job for herself. He has asserted that he cannot be thrown out of employment to provide employment to Hiramani Devi after ten years of his service.

6. In the rejoinder to the written statement of Birendra Prasad, Shri J. P. Singh, Advocate, for Hiramani Devi, has stated that it is wrong to say that Hiramani Devi made an application to the management on 14-6-77 to the effect that her late husband's nephew Birendra Prasad be appointed consequent upon the death of her husband. The correct position is that after the death of her husband on 4-10-76, she was taken to the native place of her husband, and at the time of her bereavement Birendra Prasad and his father persuaded her to seek employment for herself at Sudamdih Colliery. Both of them persuaded her to give left thumb impression on blank paper representing that they were preparing an application for her own employment. Birendra

Prasad, instead of securing service for her, had manipulated to secure service for himself by foul-means. Since then she approached the colliery management and made various petitions before the authorities to help her in securing the job for herself. But when nothing came out, she has been constrained to raise the present industrial dispute. In these hard days she has been supporting herself with difficulty. Birendra Prasad, after he was appointed had extended her no monetary help and the conditions imposed in the letter of appointment of Birendra Prasad is indicative of the fact that the appointing authority was doubtful about the genuineness of the application.

7. The management has examined two witnesses, namely, MW-1 Jagdishwar Singh, Office Superintendent of Personnel Department of G.M.'s office at Sudamdih and MW-2 B. N. Dubey a Senior Clerk and laid in evidence a mass of documents which have been marked Exts. M-1 to M-9/3. Hiramani Devi, on the other hand, examined herself as WW-1 and Prakash Paswan Branch Secretary of Rashtriya Colliery Mazdoor Sangh at Sudamdih Colliery as WW-2 and adduced documentary evidence which have been marked Exts. W-1 to W-6.

8. Shri Birendra Prasad, as a party impleaded, has examined himself as WW-1 (O.P.).

9. Shri R. S. Morthy, Advocate, for the management has contended that consequent upon the death of Chandra Sekhar Prasad in a mine accident on 4-10-76, Birendra Prasad was given employment at the instance of Hiramani Devi since she was not willing for any job and on the condition that Birendra Prasad would look after Hiramani Devi. He has further contended that the management never denied employment to Hiramani Devi and that it was at the instance of Hiramani Devi that Birendra Prasad was appointed in place of her deceased husband. He has submitted that the contentions of Hiramani Devi that her written petition dated 14-6-77 was obtained from her by fraud is an afterthought in order to bolster up her untenable case.

10. Shri J. P. Singh, Advocate, for Hiramani Devi has contended that the written petition purported to have been submitted by Hiramani Devi is a product of fraud practiced upon her by Birendra Prasad and his father. He has further contended that the management was under an obligation to provide employment to the dependant of the victims of accident as per recommendations of the Safety Conference and decision of the Joint Union-Management High Power Consultative Committee and that since Birendra Prasad was not a dependant of deceased Chandra Sekhar Prasad, deceased husband of Hiramani Devi, the management was not justified in giving employment to him to the exclusion of Hiramani Devi. He has also contended that since Birendra Prasad has failed to perform his obligation under the letter of appointment to provide maintenance of Hiramani Devi, his service should be terminated.

11. Shri B. Lal, Advocate, for Birendra Prasad has contended that the service conditions of employees of Sudamdih Colliery are governed by Standing Orders and the management cannot terminate the service of Birendra Prasad, even if he has not performed his obligation in terms of his letter of appointment by ignoring the service condition. He has submitted with candour that Birendra Prasad is under a moral obligation to support Hiramani Devi and he is agreeable to pay her Rs. 200 per month which may be deducted from his salary by the management.

12. Admittedly, a tragic mine accident happened in Sudamdih Shaft Mine on 4-10-76 in which as many as 43 miners lost their lives. Chandra Sekhar Prasad, Mechanical Helper, husband of Hiramani Devi died in that accident. The management as per decision and recommendations of Safety Conference provided employment to the one dependant male or female of each of the victims of the accident. The management has proved by adducing cogent documentary evidence that as many as nine women dependants were provided with employment whose husbands died in that accident (Exts. M-9 to M-9/3). The management has produced a photo copy of written application which was verified with the original (Ext. M-1) written by the pen of Birendra Prasad and executed by Hiramani Devi on 14-6-77. By this written application Hiramani Devi stated that her

husband died in an accident in Sudamdih Mine on 4-10-76 and that she had no capacity to do service and that she wanted the nephew of her husband, Birendra Prasad to be employed and that she had full confidence in him and that he would help her to lead a happy life. This application also bears the undertaking of Birendra Prasad that he would maintain Hiramani Devi and he could be removed from service should any complaint arise. In her rejoinder to the written statement of Birendra Prasad Hiramani Devi has alleged that this written application is a product of fraud practised upon her by Birendra Prasad and his father and that she put her thumb impression on a blank paper on their representation that the application for her employment in the colliery would be made by using that paper. This explanation of hers seems to be an afterthought because in the written statement filed by Rashtriya Colliery Mazdoor Sangh on her behalf it has been stated that since Chandra Sekhar Prasad had no male dependant Hiramani Devi applied for employment, but the management for reasons best known to it declined to give employment to the female dependant particularly to Hiramani Devi and that due to constraint imposed by the management Hiramani Devi had no alternative but to nominate the nephew of her husband for employment on condition that he would look after her well. Thus, it is seen that in the written statement submitted on her behalf by Rashtriya Colliery Mazdoor Sangh there is a clear and unequivocal admission on her part that she applied for employment of the nephew of her late husband. Besides this the management has submitted another application dated 5-6-87 submitted by Hiramani Devi to the General Manager (Sudamdih Area), Sudamdih (Ext. M-4) stating that she proposed for providing employment to Birendra Prasad, son of the elder brother of her husband and that Birendra Prasad had undertaken to provide maintenance to her and her daughter. In that letter she has complained that Birendra Prasad has not been providing her maintenance. MW-1 Jagdishwar Singh has asserted that a Committee was set up by the management where Hiramani Devi submitted her employment of the nephew of her deceased husband and that he was present when the Committee met and that Hiramani Devi was personally present before the Committee and that on being asked she affixed her thumb impression on her application and her thumb impression has been marked Ext. M-1/1. He has further stated that below the second thumb impression (marked Ext. M-1/1) he made an endorsement in his own hand which runs as follows :

"R.T.I. of Hiramani Devi, wife of late Chandra Sekhar Prasad. R.T.I. given in my presence"

His endorsement has been marked Ext. M-1/2. The report of the Committee (Ext. M-2) also establishes the fact that the wives of deceased which included Hiramani Devi expressed their willingness before the Committee that their relative be given employment and in token thereof they gave their thumb impression before the Committee too. This being the position, I come to the conclusion that the allegation of fraud having been practised upon her by Birendra Prasad and his father in obtaining her thumb impression on her application dated 14-6-77 is an afterthought.

13. In the written settlement filed by Rashtriya Colliery Mazdoor Sangh on behalf of Hiramani Devi alleges that the management offered employment to all male dependants of workers who lost their lives in the accident and that Chandra Sekhar Prasad had no male dependant and although Hiramani Devi applied for employment, the management for reasons best known to it, declined to give employment to her. The evidence on record establishes the fact that as many as nine female dependants of employees who lost their lives in the accident were given employment (Exts. M-9 to M-9/3). That being so, the allegation that the management was reluctant to give employment to the female dependants of accident victims does not stand the test of his scrutiny. Hence, the allegation of constraint imposed by the management on Hiramani Devi in compelling her to nominate the nephew of her late husband for employment founders on the ground. As a matter of fact the report of the Committee (Ext. M-2) is indicative of the fact that at least the widows of three accident victims including Hiramani Devi expressed their willingness that their relatives be given employment.

14. It appears that the management appointed Birendra Prasad as Category-I Mazdoor in place of Chandra Sekhar Prasad by letter of appointment dated 8-7-77. His appointment was subject to the condition that he was to look after Hiramani Devi and that his service would be terminated without any notice, the moment the management was convinced that he had neglected Hiramani Devi and had acted in any manner which was harmful to the widow. (Ext. M-3). On 14-4-83 Asstt. Labour Commissioner (C) was informed by Rashtriya Colliery Mazdoor Sangh (Ext. W-1) that Birendra Prasad was not a dependant and that he secured employment by practicing fraud upon Hiramani Devi and in the circumstances the union demanded her employment. The management gave reply to the representation of the union by stating that at the request of Hiramani Devi Birendra Prasad was given employment in 1976 (?) (Ext. W-2). It appears that Hiramani Devi submitted an appeal before Prime Minister on 30-5-86 (Ext. W-4).

15. From all these evidence it is crystal clear that consequent upon death of Chandra Sekhar Prasad in tragic mine accident in Sudamdih Shaft Mine of 4-10-76, Hiramani Devi, his widow submitted an application dated 14-6-77 wherein she stated that she had no capacity of doing service and that she desired that the nephew of her husband Birendra Prasad be employed and that he had full faith in him. The written statement submitted by Rashtriya Colliery Mazdoor Sangh on behalf of Hiramani Devi is indicative of the fact that Hiramani Devi submitted an application for her employment. But this application has not been produced by Hiramani Devi nor has she called for production of her application for employment by management. In the circumstances, I come to the conclusion that she did not submit any application to the management seeking employment for herself. On the other hand, I come to the conclusion that by her application dated 14-6-77 she expressed that she had no capacity to do service and that her husband's nephew Birendra Prasad be given employment. This being so, I come to the conclusion that there can be no question for the management of denying employment to Hiramani Devi. The conclusion is reached that the action of the management in providing employment to Birendra Prasad in place of Hiramani Devi is justified.

16. Anyway, Birendra Prasad has got an obligation to maintain Hiramani Devi, his uncle's widow. He has given an undertaking to maintain her in the application of Hiramani Devi dated 14-6-1977. His letter of appointment also was issued on condition that he would support her. On a complaint of Hiramani Devi the question was looked into by the management as to whether Birendra Prasad was providing maintenance to Hiramani Devi. The result of the enquiry of the management reveals that Birendra Prasad was agreeable to any terms and conditions, but Hiramani Devi was adamant and insisting on her employment in place of Birendra Prasad (Ext. M-7). In her testimony before this Tribunal Hiramani Devi has stated that she is not interested in maintenance; she is interested in employment. But the management cannot be saddled with the employ her since Birendra Prasad has already been given employment by the management at her instance in place of obligation to maintain her deceased husband. Nevertheless, Birendra Prasad has got an obligation to maintain her. His lawyer also candidly accepted this position. Considering these hard days and high escalation of prices, I consider that Birendra Prasad should pay Rs. 250 per month by way of maintenance to Hiramani Devi and the management is directed to deduct this amount from his wage bill and to pay it to Hiramani Devi month by month and every month.

17. Accordingly, the following award is rendered—the action of the management of Sudamdih Colliery of Messrs Bharat Coking Coal Limited, P.O. Sudamdih, District Dhanbad (Bihar) in denying employment to Smt. Hiramani Devi, wife of Late Chandra Sekhar Prasad, Ex-Mechanical Helper, and in providing employment, in her place, to Shri Birendra Prasad, nephew of the deceased workman, is justified. The management is directed to deduct Rs. 250 per month from the wage bill of Birendra Prasad month by

month and every month and pay the amount to Hiramani Devi month by month and every month.

In the circumstances of the case I award no cost.

S. K. MITRA, Presiding Officer
[No. L-20012(298)/83-D.III(A)/D.IV(A)]

का.प्र. 2795—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुवर्ण में, केन्द्रीय सरकार, मै. भारत कोकिंग कोल लि. का बस्ताकोला कोलियरी के प्रबंधकत्न से सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुवर्ण में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिकरण (सं. 1), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-88 को प्राप्त हुआ था।

S.O. 2795.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1) Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Bastacolla Colliery of M/s. Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the 23rd August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 35 of 1988

PARTIES :

Employers in relation to the management of Bastacolla Colliery of M/s. B.C.C. Ltd.

AND

Their Workmen.

APPEARANCES :

For the Employers.—Shri G. P. Prasad, Advocate.
For the Workmen.—None.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated, the 29th July, 1988

AWARD

The present reference arises out of Order No. L-24012 (108)87-D. IV(B), dated, the 10th February, 1988 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows :

“Whether the action of the Management of Bastacolla Colliery of Bastacolla Area No. IX of M/s. B.C.C. Ltd. P.O. Jharla, Dist. Dhanbad :

- (i) in not allowing Sri Triloki Dhobi, Loader to resume duty on 31-7-84 when he reported for duty along with the Medical Certificate for his illness from 4-7-84 to 30-7-84 after availing himself of leave from 29-6-84 to 30-7-84 duly sanctioned by the Management, and
- (ii) in not paying wages for the period from 31-7-84 to 23-10-84 when he was allowed to resume duty is justified ? If not, to what relief the workman is entitled ?”

2. Both the parties arrayed in the present industrial dispute have amicably settled the case outside the court, before the conciliation officer (C), Dhanbad and a joint petition on behalf of the parties has been filed before this Tribunal stating that the management have implemented the settlement and there remains no dispute for adjudication by this Tribunal.

3. Since the parties have amicably settled the dispute and there remains no dispute for adjudication, the reference be disposed of since it has been amicably settled between the parties.

4. A copy of the joint petition along with a copy of tripartite settlement dated 12-2-88 before the Conciliation Officer (C) filed by the parties, do form part of this award.

Sd/-

S. K. MITRA, Presiding Officer

[No. L-24012(108)]87[D. IV(B)]D. IV(A)]

BEFORE THE PRESIDING OFFICER, CENTRAL
GOVERNMENT INDUSTRIAL TRIBUNAL NO. I
DHANBAD

Ref. No. 35/88

Employees in relation to the management of Bastacolla
Colliery of M/s. Bharat Coking Coal Ltd.

AND

Their workmen.

The humble joint petition on behalf of the parties.
Most respectfully sheweth :—

1. That, good sense having prevailed the parties have amicably settled the case outside the court, before the conciliation officer, Central Dhanbad in a tripartite settlement dated 12-2-88, and have implemented the same; seven copies of the settlement is enclosed for your honour perusal and needful action.
2. That the settlement is fair and proper.
3. That the settlement has settled all the dispute between the parties and the workmen concerned has no claim what so ever.

It is, therefore, prayed that your honour may be graciously pleased to accept the settlement and pass an award in terms of the same and for this act of kindness the employees shall ever pray.
For the workmen :

For the employees :

Sd/- Advocate

General Manager
Sd/-

Part of the Award

Sd/- illegal

MEMORANDUM OF SETTLEMENT ARRIVED AT UNDER SECTION 12 (3) OF THE INDUSTRIAL DISPUTES ACT, 1947 BETWEEN THE MANAGEMENT OF BASTACOLLA COLLIERY UNDER AREA NO. IX OF M/S BHARAT COKING COAL LIMITED P. O. JHARIA, DT. : DHANBAD AND THEIR WORKMEN REPRESENTED BY THE DHANBAD COLLIERY KARAMCHARI SANGH (BMS), BASTACOLLA, DT. DHANBAD BEFORE THE ASSISTANT LABOUR COMMISSIONER (CENTRAL), DHANBAD-IV ON 12-2-1988

PARTIES PRESENT

Representing Employer(s).—Shri R. N. Singh, Dy. Personnel Manager Bastacolla Area No. IX M/s. Bharat Coking Coal Limited PO : Jharia,

Dt. Dhanbad

Representing Workmen.—Shri R. P. Singh, President Dhanbad Colliery Karamchhari Sangh Sabitri Bhawan At & P.O. Bastacolla.

Dt. Dhanbad

SHORT RECITAL OF THE CASE

The Working President, Dhanbad Colliery Karamchhari Sangh, P. O. Bastacolla, Dt. Dhanbad had raised an industrial dispute under his letter 31-10-86 over alleged not

allowed to resume duties from 31-7-84 to 23-10-1984 to Shri Triloki Dhoobi, Loader in Victory Section of Bastacolla Colliery by the management of Bastacolla Colliery of Area No. IX of M/s. B.C.C. Ltd. P.O. Jharia, Dt. Dhanbad and requested the A.L.C. (C), Dhanbad-II to intervene in the matter. The dispute was received/registered in the office of the Asstt. Labour Commissioner (C), Dhanbad-III who held discussions on number of dates and finally on 10-4-87. As the dispute could not be settled and the conciliation ended in failure, and the FOC Report was submitted to the Government by the then A.L.C.(C), Dhanbad-III vide his letter No. 1/361/86 F.S dated 8-5-87 and the decision of the Government is pending on this report. Subsequently, both the parties requested the A.L.C.(C), Dhanbad-IV vide their letter dated 12-2-88 to take up the matter in conciliation. Accordingly, the matter was discussed and after gentle persuasion, the parties agreed to resolve the dispute raised by the union vide letter dated 31-10-86 amicably on the following terms :

TERMS OF SETTLEMENT

It is agreed by both the parties :—

- (1) That the workman Shri Triloki Dhoobi, Miner/Loader of Bastacolla Colliery shall be paid 75 percent of the wages for the idle period from 1-8-1984 to 22-10-1984 within one month from to-day.
- (2) That they shall submit implementation report to the A.L.C. (C), Dhanbad-IV with a copy to the R.I.C. (C), Dhanbad by 31-3-1988, failing which it will be presumed that the settlement in question has been implemented in full.

ON BEHALF OF THE MANAGEMENT :

ON BEHALF OF THE UNION :

Dy. PERSONNEL MANAGER

(R. N. SINGH),

(R. P. SINGH),

PRESIDENT.

Witnesses :

1. Illegible.

2. Illegible.

A. N. MEHROTRA, Asstt. Labour Commissioner (C),
Dhanbad-IV.

का.प्र. 2796:—आयोगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, में सेंट्रल कोयफील्ड्स लिमिटेड का केदला नार्थ कोलियरी के प्रबन्धन से सम्बद्ध नियोजकों और उनके कार्यकर्ताओं के बीच, अनुसूच में निम्नित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 1) धारा 14 के पंचाट को प्रस्तावित करती है, जो केन्द्रीय सरकार को 23-3-88 को प्राप्त हुआ था ।

S.O. 2796.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 1, Dhanbad) as shown in the Annexure in the Industrial Dispute between the employers in relation to the Kedia North Colliery of M/s. Central Coal Fields Limited and their workmen, which was received by the Central Government on the 23rd August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) of the
Industrial Disputes Act, 1947

Reference No. 36 of 1983

PARTIES :

Employers in relation to the management of Kedia North
Colliery of Central Coalfields Limited.

AND

Their Workmen.

PRESENT:

APPEARANCES:

For the Employers: Shri R. S. Murty, Advocate.

For the Workmen: Shri B. B. Pandey, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, the 29th July, 1988

AWARD

By Order No. L-20012(480)/82-D.III(A) dated, the 29th April, 1983, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication:

"Whether the action of the management of Central Coalfields Limited in not paying wages to their workmen, working at 2-b and 2-c quarries of Kedla North Colliery, for the period the 18th and 19th October, 1982, is justified? If not, to what relief are the workmen concerned entitled?"

2. The case of the management, details apart, is as follows:

Consequent upon taking over of collieries for management by Central Division of Coal Mines Authority Ltd./National Coal Development Corporation Ltd. a process of screening of workers was carried out for employment by public sector management and thereafter a process of appeal was also carried out. Thus, the workmen who were appointed were given specific appointment letters by the management of Central Division of Coal Mines Authority Ltd. In the case of workers appointed as piece-rated workers it was expressly provided in their appointment letters that they would be required to do any of the following jobs and depending upon the type of job executed, they would be paid wages as laid down in the report of the Central Wage Board for coal industry:

- (i) Overburden removal,
- (ii) Truck loading/unloading,
- (iii) Wagon loading,
- (iv) Soft Coke making,
- (v) Quarry miner's job,
- (vi) Quarry Pick Miner's job,
- (vii) Quarry loader's job,
- (viii) Trammer's job.

The concerned workmen are all piece-rated workers and in October, 1982 they were employed in 2-b and 2-c quarries of Kedla North Colliery. Both these quarries are manual quarries and mining and working condition in both these quarries are identical to those in other quarries of Kedla North quarry. The concerned workmen worked as usual till 16-10-82. 17th October was a Sunday and a normal weekly day of rest for the colliery. Although there were plenty of coal faces and plenty of over-burden removal work available, the concerned workmen got their attendance booked on 18th and 19th October, 1982, but stopped work. The management tried to persuade them to perform their normal work, but they refused to do so. Their refusal to work was a strike within the meaning of Sec. 2(q) of the Industrial Disputes Act. The management in the circumstances issued a written notice appealing to the workers to resume work and desist from resorting to illegal strike in a part of coal industry which was a public utility service at the relevant time. The management informed the Asstt. Labour Commissioner (C), Hazaribagh about the illegal strike and complied with the formalities laid under the Industrial Disputes Act and Rules framed thereunder. On 18-10-82 the Organising Secretary of Coalfield Labour Union sent a letter to the management confirming that the workers had stopped work and were on strike. On 20-10-82 the matter was discussed between the representative of the management and the representative of the Coalfield Labour Union and United Coal Workers Union and when

the discussions started, the workers concerned resumed work. Certain points raised by the representatives of the Unions concerned were discussed and decisions taken. Since the representatives of the union knew that the workers concerned had gone on strike on 18th and 19th October, 1982, they did not demand wages for these two days and the management made it clear that wages would not be paid to the workers for these two days. Following the discussions of 20-10-82 and the decisions taken, the United Coal Workers' Union did not thereafter raise the question of payment of wages to the workers concerned for the 18th and 19th October, 1982, but the Coalfield Labour Union has raised the present dispute as an after-thought. It has been asserted by the management that since the concerned workmen resorted to an illegal strike and did not perform the duties on 18th and 19th October, 1982, the management is under no obligation to pay them wages for these two days.

3. The case of the sponsoring union, namely, Coalfield Labour Union, as appearing from the written statement submitted by its General Secretary, bereft of details, is as follows:

The management of 2-b and 2-c quarries of Kedla North Colliery had been violating the provisions of Mines Act and paying no attention to the safety of workmen by doing vertical cutting, keeping long distance of lead and hit and without providing paths and benches. These acts of the management endangered workmen's lives. Anyway, the concerned workmen did not go on wide cut strike on the 18th and 19th October, 1982. None of the management's man went to the working place on the above dates and the concerned workmen were kept idle in the mine without work. The working places had become so unsafe that any accident could have happened at any moment. At various places coal cutting was being done at lower level while overburden was being removed at upper level. At such places, the mine was quite vertical and there was no path for throwing overburden. There was every chance of stone falling on the workmen engaged in cutting coal. There existed a working face which developed a crack on the surface of the coal seam, but in spite of this the workmen were forced to cut the coal below. Benches were less than 5 feet wide while the heights of the seams of coal and stone were 15', 18', 25' and at some places upto 28'. In the absence of path the workmen have to throw overburden in the working faces below and the management had been compelling these workmen to throw these overburden again at a distant place. The management was requested repeatedly to provide path, to make safety arrangement and to reform dangerous faces but the management did not pay any heed to it. On 11-10-82 the workmen themselves submitted their demand relating to their problems to the Manager. A copy of the said letter of demand has been made Annexure-I to the written statement. On 18-10-82 the overburden faces were full of broken stones and it was very difficult to start work without removing such stones. There was no paths to bring the coal up and here were no paths and benches where the overburden work was to be done. On that date the concerned workmen reported for their duty timely and waited inside the mine for getting safe working faces from the colliery Manager, but he did not turn up. The Colliery staff present there expressed their inability to provide alternative place for work without the consent of the Manager. The workmen remained inside the mine till evening without work in the absence of working faces. Area Organising Secretary, Shri Patel Singh and Asstt. Secretary, Shri Ram Prabhesh Sharma looked for the Manager and the Project Officer, but they were not available. On 19-10-82 the concerned workmen booked their attendance, but remained idle throughout the day without getting any work. On that date the office-bearers of the union went to the Manager, the Project Officer and General Manager but could meet the General Manager only. A written application was made relating to the problems facing the workmen. A copy of the application is Annexed as Annexure-II to the written statement. On the request of Sri Patel Singh to provide safe working faces to the workmen, the General Manager, Shri R. K. Roy agreed to send an officer to the mine immediately, but none of the officers turned up till evening. On 20-10-82 the Project Officer called for the workmen and the representatives of the United

Coal Workers Union and Coalfield Labour Union. An agreement was arrived at. Item No. 1 of the agreement envisages that the management admitted that there were no working facilities at 2-b and 2-c quarries and therefore it was agreed that coal production would remain suspended till arrangement for providing trucks for loading at the working places was made. The management agreed to provide rehandling charges in the case of overburden being thrown in dumping grounds in absence of foot path. A copy of the agreement is annexed as Annexure-IV to the written statement. The management arranged to provide overburden removal work to the workmen of the quarries at different places from 20-10-82 and the coal production work was stopped for about two months in order to make the mine safer. The management did not implement the terms and conditions of settlement dated 20-10-82 and again started working against mining rules. It has been denied that the concerned workmen went on strike on 18th and 19th October, 1982. The sponsoring union has also assailed the contentions of the management that necessary formalities to provide necessary information for alleged illegal strike to the authorities concerned had been complied with.

4. In rejoinder to the written statement of the sponsoring union, the management has sought to controvert each and every allegations made therein. According to the management the working condition in the quarries were not at all unsafe and the concerned workmen were provided with adequate working facilities. It has been asserted further that there were plenty of coal faces and plenty of overburden removal work available, but the concerned workmen, without any justification, resorted to illegal strike and stopped work. It has been further asserted that the Manager and the Area Manager were present in the quarries and tried to prevail upon the workers to perform their normal work, but they refused to do so. Overburden removal is allowed to be dumped in place where the coal had already been extracted and this was done in these two quarries also. The dozer was deployed in the colliery to level overburden already thrown in order to haul road with a proper gradient.

5. In the rejoinder to the written statement of the management the sponsoring union has stated that the working and mining conditions on 18th and 19th October, 1982 was not safe and coal faces were not available and hence the concerned workmen waited for work. But nobody from the management's side turned up to assign them any work. It has been asserted that the concerned workmen did not resort to illegal strike as alleged. Since the concerned workmen booked their attendance on both these two days and waited inside the mine to secure allotment of work and since they were kept idle by the act of the management, they are entitled to get wages for these two days.

6. Management has examined only one witness, namely, MW-1 Mahatam Ram who worked as Asstt. Colliery Manager in Kedla North Colliery from January, 1977 to December, 1982 and laid in evidence a mass of documents which have been marked Exts. M-1 to M-6. The sponsoring union, on the other hand, has examined WW-1 Mrs. Ramanika Gupta who was an M.L.A. of Bihar Assembly during the relevant period and is a well known trade union leader. She is also General Secretary of the sponsoring union. Besides Mrs. Ramanika Gupta, the sponsoring union has examined Abadh Ram (WW-2), one of the concerned workmen of the quarries of Kedla North Colliery at the relevant time and adduced some documentary evidence which have been marked Exts. W-1 to W-2.

7. Shri R. S. Murty, Advocate, for the management has contended that the workmen working at 2-b and 2-c quarries of Kedla North Colliery went on illegal strike on 18th and 19th October, 1982 and so these workmen are not entitled to get any wages for these two days. He has further contended that the working condition of these two quarries on the 18th and 19th October, 1982 was not unsafe and in spite of the fact that the concerned workmen was provided with plenty of work they simply sat idle and went on wild cat strike. He has submitted that since their strike was illegal as because Kedla North Colliery is a public utility service being a part

of coal industry, the concerned workmen are not entitled to get any wages for the two days they went on strike.

8. Shri B. B. Pandey, Advocate, for the sponsoring union has contended that the working conditions of the quarries was unsafe and the management did not make any allotment of work to the concerned workmen on the 18th and 19th October, 1982 with the result that they remained idle throughout these two days for no fault of theirs. He has denied the contention of the management that the concerned workmen resorted to illegal lightening strike. According to him, since the working condition in the quarries were unsafe and since no allotment of work was done by the management, the concerned workmen are entitled to get wages for these two days.

9. The present reference is for consideration as to whether the action of the management of M/s. Central Coalfields Ltd. in not paying wages to their workmen working at 2-b and 2-c quarries of Kedla North Colliery for the period, 18th and 19th October, 1982, is justified or not.

10. Admittedly, Kedla North Colliery was within the jurisdiction of M/s. Central Coalfields Ltd., one of the subsidiary companies of Coal India Ltd. It is an undeniable position that the total number of workmen involved in this dispute is 363 and that they were all piece-rated workers at the relevant time doing the work of overburden removal and coal loading. MW-1 Mahatam Ram has stated that piece-rated workers had to work for overburden removal and coal loading by rotation and that they were used to be paid overburden rate and coal loading rate in accordance with the nature of work they used to perform at a particular time. This statement of his has not been assailed in cross-examination. That being so, it can be concluded that the concerned workmen were all piece-rated workers and employed at the relevant time for doing the work of overburden removal and coal loading by rotation. It is also an irrefragable position that all the concerned workmen were employed in 2-b and 2-c quarries of North Kedla Colliery and that on the 18th and 19th October, 1982 they booked their attendance, but could not perform any work.

11. It has been alleged by the sponsoring union that the concerned workmen remained idle on 18th and 19th October, 1982 and could not perform any work because of the unsafe condition of the quarries and also of the fact that the management did not make any allotment of their duties. On the other hand, it has been asserted by the management that the working condition of the quarries was not unsafe on the two days in question and that the concerned workmen resorted to illegal strike on these two days, although plenty of work was available in order to realise their demand for adequate payment for rehandling of overburden and availability of consumer's trucks brought to the coal faces for loading of coal.

12. Mrs. Ramanika Gupta, in her testimony, has stated that the working conditions in the quarries were and still are very unsafe since there existed big gap in the coal seam and also the loose line above the overburden seam. According to her, the position was this that when blasting was done on overburden removal the loose would fall on coal seam where the workmen were working leading to endanger their lives and since there was no foot path and bench was very narrow, fit bits of stone and sometime big stones could also fall down on the working place where the workmen were engaged in coal cutting and besides there was constant danger from the crack in the coal seam. She has further stated that they had written about the position to the Director General Mines Safety. She has claimed to have further written to the Director General of Mines Safety that no benches were maintained according to Mines Rules and that the mines had gone vertical and that the stones which were supposed to be removed from working places were not removed by the management either manually or by dozers. There appears nothing from her evidence that the Director General of Mines Safety had taken any action on their complaint. As a matter of fact, the sponsoring union has not produced the letter in question before me for my consideration. On the other hand, MW-1 Mahatam Ram, who was posted as Asstt. Colliery

Manager at the relevant time, has asserted in his examination-in-chief that the officials from the office of the Director General of Mines Safety were regularly visiting the mines in order to keep a close watch on their safety arrangement and that there was no contravention of Mines Legislation on the part of the management. He has claimed that their mines were not visited with any accident. This statement of his has not been assailed in cross-examination. WW-2 Abadh Ram, one of the concerned workmen, has stated that scum of the quarries was vertical and that there was no path or bench as prescribed under the Mines Rules and so the working condition in the seath was unsafe. It is his further testimony that on 19-10-82 they reported for duty as they had done on 18-10-82 after putting their attendance, but no work was allotted to them and that during the entire period of duty hours they were inside the mine. It transpires from his testimony that all of them were inside the quarry on 18th and 19th October, 1982 after booking their attendance. Were the working condition unsafe how could they remain inside the quarry and that too for entire their duty hours? This sub-born question has answered by any of the witnesses for the sponsoring union. Anyway, MW-1 Maharam Raci has emphatically denied the fact that working condition in the quarries were unsafe and that allotment of work was not done to the concerned workmen as alleged by the sponsoring union. He has stated emphatically that allotment of work in his colliery were not used to be made on day to day basis, but as a matter of fact the workmen deployed for removal the overburden were allotted work for 2 to 3 months at a stretch while the coal loaders were allotted work for about one month at a stretch and that at the relevant time work was going on in one shift i.e. general shift in the colliery. He has not been cross-examined on this point. This being so, his statement that allotment of work were not used to be done in North Kedla Colliery from day to day and that workmen deployed for removal of overburden were allotted work for 2 to 3 months at a stretch and coal loaders were allotted work for about one month at a stretch has remained unassailed.

13. It appears that on 11-10-82 the concerned workmen wrote to the Manager, Kedla North Colliery (Ext. W-1) complaining about the rates of payment and other matters and desired that the management should provide vehicle at a distance of 10 feet from the place of actual operation. They also complained that they were not getting payment of load and lift properly and expressed their unwillingness to carry overburden to a long distance. On 18-10-82 Area Organising Secretary of the sponsoring union wrote another letter to the General Manager, Hazaribagh Area (Ext. W-2) stating that Sri A. K. Singh, Colliery Superintendent assured to solve all the problems as raised in the demand letter dated 11-10-82 (Ext. W-1). But the problem remains unsolved and consequently the workers had remained idle inside the mine on the 18th and 19th October, 1982 from 7 A.M. to 12 Noon and from 2 P.M. to 5 P.M. under compulsive circumstances after booking their attendance. The Area Organising Secretary raised as many as six demands in his letter, but none of these demand reflected that the working condition in the mine was unsafe.

14. The management has asserted that the concerned workmen stopped work all on a sudden on the 18th and 19th October, 1982 in order to realise their demands for adequate payment and other facilities, but not for the reason that the mining conditions were unsafe. The letters of the workmen dated 11-10-82 (Ext. W-1) and the letter of Area Organising Secretary dated 18-10-82 (Ext. W-2) also sustain the contentions of the management. Anyway, the management considered the action of the concerned workmen to be an illegal strike in a public utility service and informed of the illegal strike by letter dated 18/19-10-82 to the A.L.C. (C) (Ext. M-3) and the proforma in Form 'N' by letter dated 20-10-82 (Ext. M-5). The management also informed the Official Incharge of the local out post of the illegal strike of the workmen by letter dated 18/19-10-82 (Ext. M-4).

15. Admittedly the stormy situation was resolved by an agreement by and between the management on the one hand and the two unions, namely, Coalfield Labour Union and

United Coal Workers Union on the others. This agreement is manifested in the record of note of discussion with United Coal Workers Union and Coalfield Labour Union on 20-10-82 at Kedla North Colliery Office and signed by the Project Officer (Ext. M-6).

16. Shri B. B. Pandey, Advocate, for the sponsoring union has contended that this record of discussion is not an agreement at all, but in para 14 of the written statement submitted by the sponsoring union it has been stated that on 20-10-82 the Project Officer called for the workmen and the representatives of United Coal Workers Union and Coalfield Labour Union and that an agreement was arrived at. The union has further complained in para 21 of its written statement that the management did not implement the terms and conditions of the settlement dated 20-10-82. No other document has been produced either by the parties in proof of this agreement. That being so, I come to the conclusion that the document (Ext. W-6) is nothing but an agreement between the parties.

17. This agreement is reproduced hereinbelow :

"Following points were discussed and decision taken as follows :—

(1) The worker's representative contended that proper working facilities should be provided to the workmen in 2-b and 2-c quarries.

It is decided that coal production will remain suspended till truck road is made upto the coal face so that coal can be directly loaded into trucks.

(2) Rehandling of OB if done due to absence of foot-path for taking it to dumping ground, will be paid. Management will, however, not make any payment if rehandling is done by workers inspite of providing foot-path for carrying O.B. to dumping place.

(3) The dispute regarding hardness of Shale Bank in 2-b and 2-c quarries will be sorted out by Project Officer (K) KOCP in consultation with union representative after Puja Holidays.

(4) The Union representative requested the management not to take disciplinary action against the workers for which the management's representative agreed."

18. This agreement is not indicative of the fact that the working conditions in the mine were unsafe or that no allotment of work was done to the concerned workmen.

19. Such being the position I come to the inescapable conclusion that the plea of the sponsoring union that the concerned workmen remained idle on 18th and 19th October, 1982 because of unsafe working condition of mines and non-allotment of work is not sustainable. Admittedly, the workmen resumed work on 20-10-82 following the agreement. It has been asserted by the sponsoring union that the concerned workmen were allotted work at a different place. But MW-1 has stated emphatically that only coal loaders were allotted duty at separate side and that overburden removers were deployed for duty at the same site.

20. Anyway, the management considered the action of the concerned workmen to be an illegal strike, but it appears that it did not pursue the matter consequent upon the agreement reached with the representatives of United Coal Workers Union and Coalfield Labour Union.

21. From my discussion above it is abundantly clear that the action of the management of Central Coalfields Limited in not paying wages to their workmen working at 2-b and 2-c quarries of Kedla North Colliery for the period the 18th and 19th October, 1982, is justified.

22. Hence, the following award is rendered—that the action of the management of Central Coalfields Ltd. in not paying wages to their workmen working at 2-b and 2-c quarries of Kedla North Colliery for the period the 18th and 19th October, 1982, is justified.

In the circumstances of the case I award no cost.

S. K. MITRA, Presiding Officer
[No. L-20012(480)/82-D.III(A)/D.IV(A)]

का.प्र. 2797.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ने, दत्ता माहिर एण्ड स्टील कं. लि. का निजुआ, कोलियरी के प्रवन्धतन्त्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुवाद में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिकरण (सं. 2) घनत्व के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-8-88 को प्राप्त हुआ था।

S.O. 2797.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No. 2), Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the Sijua Colliery of M/s. Tata Iron & Steel Co. Ltd. and their workmen which was received by the Central Government on the 23rd August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 11 of 1987

In the matter of industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

PARTIES :

Employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Co. Ltd. and their workmen.

(Ministry's Order No. L-20012/276/86-D.III (A) dated the 2nd January, 1987).

Reference No. 12 of 1987

PARTIES :

Employers in relation to the management of Sijua Colliery of Messrs Tata Iron and Steel Company Limited and their workmen.

(Ministry's Order No. L-20012/277/86-D.III (A) dated the 2nd January, 1987).

APPEARANCES :

On behalf of the workmen—Shri J. P. Singh, Advocate.
On behalf of the employers—Shri B. Joshi, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 16th August, 1988

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 have referred the following disputes to this Tribunal for adjudication vide their Orders referred to above.

Schedule in Ref. No. 11 of 1987

"Whether the action of the management of Sijua Colliery of M/s. Tata Iron and Steel Co. Ltd., P.O. Jama-doba Distt. Dhanbad in suspending from service GJ/88—5

their workman, Shri Kamta Tiwari, Haulage Engine Khalasi for 10 days w.e.f. 13-11-1985 is justified ? If not, to what relief the workman is entitled ?"

Schedule in Ref. No. 12 of 1987

"Whether the action of the management of Sijua Colliery of M/s. Tata Iron and Steel Co. Limited in suspending from service their workmen, S/Shri Ram Saran Ram and Rudheshyam Dhusla, Miners, for 10 days each from 16-12-1985 is justified ? If not, to what relief are these workmen entitled ?"

These two references have been heard together as the points involved in these two cases are the same.

The case of the management in Ref. No. 11/87 is that the concerned workman Shri Kamta Tewari, Haulage Engine Khalasi, of Sijua Colliery of M/s. Tisco constructed unauthorised hut within the Colliery area with the dishonest intention of claiming right over the said land and converting the Colliery property into his own property. The said unauthorised construction was made by the concerned workman in Plot No. 62 Khata No. 75 consisting of 96.61 acres in Mouza Sijua Khata No. 75 has 48 plots having a total surface area of 245.15 acres. All the 48 plots of Khata No. 75 are possessed by the management of Sijua Colliery of M/s. Tisco and is used for mining purpose. The surface land is used for the purpose of construction of surface structure like pits, incline, officers bungalows etc. as well as complete extraction of coal. It is essential both at the time of extraction of coal as well as after extraction that surface land must remain vacant so that no accident takes place due to subsidence. If unauthorised construction will be permitted on the empty surface land, coal below that structure as well as within a radius of 45 metre will be left in site causing loss of high grade metallurgical coal to the nation. Thus from the point of view of national interest it is desirable to extract the entire coal in the seam both from conservation and safety point of view necessitating keeping the most of surface land of coal of colliery area free from surface structures. The relevant records describe the land as colliery land in column No. 2 of the Khatian and all the plots of Khata No. 75 in Mouza Sijua are owned and possessed by the management of Sijua colliery of M/s. Tisco.

The Circle Officer filed claim case before land Reforms Dy. Collector, Dhanbad for declaration that the surface land at plot No. 62, 241 etc. of Khata No. 75 of Sijua Mouza should be diverted from Tisco to the State Government in terms of provision of Bihar land reforms Act consequent upon abolition of Zamindari system. The land Reform Dy. Collector by his judgement dated 8-6-75 declared that the surface land at Plot No. 62, 241 etc. of khata No. 75 belonged to the management who is the owner of the property and is in possession of the property. The said judgement and order of the land Reforms Dy. Collector became final as no appeal was made to any higher authority or Court against the said judgement. The concerned workmen were directed by letter dated 19/22-7-85 to demolish the unauthorised construction on the surface land of plot No. 62 Khata No. 75 of Mouza Sijua owned and possessed by the management. The concerned workman refused to obey the order of the management and challenged the legality of the order and persisted to continue illegal occupation of the said hut on the company's land. The concerned workman was issued with the chargesheet dated 16-8-85 for commission of misconduct and disobedience of lawful order of the management. The concerned workman submitted his reply admitting his guilt by raising a false plea of resession of land for the last 20 years and claiming the land to be the Government land. The concerned workman also instituted a proceeding before the S.D.O., Dhanbad to settle the land in his name. The concerned workman thus intentionally made unauthorised construction and also attempted to dishonestly capture the company's land by initiating legal proceeding. A departmental enquiry was held on 19-9-85 by Shri Rambabu Srivastava in presence of chargesheeted workman in accordance with the principles of natural justice. In the above departmental enquiry the chargesheeted workman was given full opportunity to cross-examine the management's witness, to give his own statement and to produce his defence witness. The enquiry officer submitted his report dated 28-10-85 basing on the evidence on record brought forth during the enquiry and held the concerned workman guilty

of the misconduct alleged against him. The competent authorities after fully going through the report and the finding of the enquiry officer passed an order that the concerned workman was to be suspended for 10 days for commission of the misconduct vide letter dated 1/6-11-85.

It is submitted that the action of the management taken against the concerned workman is legal bonafide and is in charge sheet was issued against him which is as follows:—

The case of the workman is that the concerned workman is a permanent employee of the management. On 2-2-86 a charge sheet was issued against him which is as follows:—

"You were instructed vide letter No. WO/SJA/98/365 dated 19/22-7-85 to demolish the unauthorised construction erected by you on Co's land near old M.P.I. at Sijua area, but you have not complied with the instruction though you were advised to do so within 7 days of the receipt of the above letter.

The above act on your part amounts to disobedience of instruction."

The concerned workman in his reply contended that he had not contravened any term of condition of the Standing Order. He had constructed a house about 20 years back where he has been living with his family on a Gair Majaria Malik land. According to the concerned workman there is no reason as to why he should abolish his house by the order of the management. Not being satisfied with the explanation submitted by the concerned workman the management ordered a domestic enquiry. The management examined witnesses in the domestic enquiry and the concerned workman appeared and put forth his defence before the enquiry officer. The contention of the concerned workman is that the land over which his house stood belonged to the Government and that the management of Tisco by virtue of the abolition of Zamindari under land reforms Act had no interest whatsoever in the said land. Consequent upon a perverse report submitted by the enquiry officer the management of Tisco, passed order for suspension of the concerned workman for a period of 10 days. The concerned workman personally and through his union demanded from the management to set aside the suspension order wrongfully passed against him. But the management refused to consider the demand. Thereafter the union of the concerned workman raised an industrial dispute before the ALC (C), Dhanbad and on failure of conciliation the present reference has been made to this Tribunal for adjudication. The concerned workman along with several others who had constructed house on the said Gair Majaria Malik piece of land had approached the revenue authority of the Government for settlement of the land. After proper enquiry the Government settled the land to them including land over which the house of the concerned workman stood. The management of Tisco fought the case against settlement upto the Land Reforms Dy. Commissioner and eventually the management lost the case. The fact of settlement of the land to the workman by Court of law will go to show that the order of management to the concerned workman to demolish the house and the subsequent charge-sheet for disobedience of the order has no foundations. The punishment inflicted to the concerned workman is not in connection with any dereliction of duty performed by the concerned workman and therefore the provision of the Standing Orders of the Company is not at all attracted. It is clear that the charge-sheet was issued on account of vindictiveness on the part of the management and is a glaring instance of unfair labour practice. The enquiry officer being an Officer of the management acted unfairly in conducting the proceeding and submitted a biased report at the instance of the management so that the management may pass an order of punishment. In view of the above facts the order of punishment cannot be sustained. It is prayed that the order of suspension be set aside and the concerned workman may be ordered to get back wages and emoluments admissible to him.

The facts of reference No. 12/87 is almost the same. In Ref No. 12 of 1987 two concerned workmen are, namely, S/Shri Ram Saran Ram and Radhesyam Dhusia, Miners of Sijua Colliery. It is alleged that they had also constructed unauthorised hut over plot No. 62 of Khata No. 75 of Mouza Sijua which belongs to the management. The Land Reforms Deputy Commissioner by his judgement dated 8-6-74 declared

that the surface land of plot No. 62, 241 etc. of Khata No. 75 belonged to the management who is owner of the property and is in possession of the same. The said judgement has become final as no appeal was preferred against it. The two concerned workmen were directed by letters dated 19/22-7-85 to demolish the unauthorised construction on the surface land at plot No. 62 of Khata No. 75 of Mouza Sijua owned and possessed by the management. The concerned workmen refused to obey the order of the management and challenged the legality of the order of the management and continued to possess illegal occupation of the said hut. The two concerned workmen were issued with a chargesheet dated 2/6-8-85 for commission of misconduct of disobeying the lawful order of the management. According to the management the concerned workmen submitted their reply raising a false plea of possession of the land for last 20 years and claiming the land to be government land. The concerned workmen instituted proceeding before the S.D.O. who set led the land in their name. Departmental enquiry were held against them into the charges by Shri S. Ghosh in their presence in accordance with the principles of natural justice. The two concerned workmen were given opportunities to cross examine the management's witnesses, to give their own statement and to produce the defence witnesses. The enquiry officer submitted his report in respect of the two concerned workmen vide his enquiry report dated 29-11-85 and 22-11-85 holding the concerned workmen guilty of misconduct alleged against them. The competent authorities after reviewing the enquiry proceeding passed an order that the concerned workmen were to be suspended for 10 days for commission of misconduct. The said action of the management is legal bonafide and in accordance with the provision of Certified Standing Orders.

The case of the workmen of Reference No. 12/87 is that on receipt of the chargesheets they had submitted their replies in which they had contended that they had not contravened any terms or conditions of the Standing Orders. They also contended that they had constructed house about 20 years back where they have been living with their family on Gair Majaria Malik land and that there was no reason as to why they should demolish the house by the order of the management. The management not being satisfied with their explanation ordered domestic enquiry. The contention of the concerned workmen is that the land over which their houses stood belonged to the Government and that the management of Tisco by virtue of the abolition of Zamindari under Land Reforms Act had no interest in that land. The punishment awarded to the concerned workmen is not in connection with any dereliction of duty performed by them and therefore the provision of the Standing Orders of the company is not attracted. In view of the above it is submitted that the order of punishment cannot be sustained. It is prayed that the order of suspension of the workmen may be set aside and they may get back wages and other emolument admissible to them for the said period.

Vide Order of this Tribunal dated 12-4-88 it was held that the domestic enquiry held into the charges against the concerned workmen was fair proper and in accordance with the principles of natural justice in as much as the union did not challenge the fairness and propriety of the domestic enquiry.

Now the only point for decision in two reference cases is whether the suspension of the concerned workmen for 10 days is proper and justified.

Most of the facts in both the references are admitted. It is admitted that the enquiry was held against the concerned workmen into the charges levelled against them in their presence and that they had availed of all the opportunities to defend themselves in the enquiry proceeding. It is also admitted that the enquiry officers held the concerned workmen guilty of the charge levelled against them and that the management passed an order suspending them for 10 days for the alleged misconduct.

The concerned three workmen had raised their construction over Plot No. 62 of Khata No. 75 of Mouza Sijua and the said fact is admitted. It is also admitted that the management had issued letters dated 19/22-7-85 to the concerned workmen directing them to demolish the unauthorised hut at company's land near old M.P.I. at Sijua colliery

area and that the concerned workmen did not obey the said direction. The said letter has been marked as Ext. ME-1 by the Enquiry Officer. The management filed a sketch map marked Ext. ME-3 by the enquiry officer showing the location of the construction of the hut by the concerned workmen over plot No. 62. The management examined witnesses to show that the concerned workmen have erected the construction over plot No. 62 which fact is not denied by the concerned workmen. The concerned workmen in their reply to the chargesheet had clearly stand that they had constructed the house on Gair Majaria Malik land about 20 years ago and that they had received the letter advising them to demolish the said construction. It will also appear from the case that they claim to have committed no misconduct by not demolishing the above construction as they had constructed it on Gair Majaria Malik land. On the above facts it is clear that the management had ordered the concerned workmen to demolish construction over plot No. 62 but the concerned workmen did not demolish it on the plea that the land over which they had made construction did not belong to the management.

It will further appear from the evidence of concerned workmen Kamta Tewari in Ref. No. 12 of 1987 before the enquiry officer that he had purchased 0.5 decimal of land of plot No. 62 and that the said deed was registered in Grampanchayat Kachhari at Sijua on 19-2-69 and that he paid yearly rent for the said land to the Bihar Government Kamta Tewari also produced Ext. M-5 before the Enquiry Officer which is an order of Dy. Collector, Dhanbad showing that there was no objection in respect of sale of the land by the concerned workmen Kamta Tewari to his wife Rita Devi. This is in respect of 5 decimal of land of plot No. 62 Khata No. 75 of Mouza Sijua and that the said order is dated 25-6-82. It appears therefore that the concerned workmen Kamta Tewari had sold the land to his wife. Kamta Tewari Stated before the enquiry officer that he sold his land to his wife only to avoid any complication after his death.

The management has filed photo copy of the certified order of Dy. Collector Land Reforms dated 8-6-74 to show that the Land Reforms Dy. Commissioner declared that the surface land of plot No. 62 of Khata No. 75 belonged to the management who is the owner and is in possession of the property. Admittedly, the said order was final as there is nothing on the record to show that the said order was set aside.

Common defence of the concerned workmen is that they were having their construction over portion of plot No. 62 since long and that their disobedience of the order of the management to demolish said construction cannot be covered under definition of misconduct under the certified standing orders of the management. The certified standing order of Tisco has been filed in this case. Clause 19 of the Standing Orders provides that any employee may be suspended fined or dismissed without notice or any compensation in lieu of notice if he is found to be guilty of misconduct provided that suspension without pay, whether as punishment or pending an enquiry, shall not exceed 10 days. Clause 19(1) provides one of the misconduct showing that wilful in subordination or disobedience, whether alone or in combination with another or others, of any lawful or reasonable order of a superior is a misconduct.

Normally the Standing Orders apply to the behaviour of a workmen on the premises where he discharges his duty and during hours of his work. If a quarrel takes place between workmen outside the working hours and away from the work spot, that would be a private matter which may not fall within the provisions of such standing order. To justify punishment for misconduct, the alleged misconduct must occur in the course of and in relation to duties associated with the employment and during the actual working hours during which the employee is subject, as an employee, to direction and control by the employer. It will appear from the evidence in the case that the construction was made by the concerned workmen claiming that the land is gair Majaria Malik land which is vested on the Government of Bihar after abolition of the Zamindari Act. The concerned workmen do not admit the title, ownership and possession of the management over the land on which they have made the construction. It will thus appear that there is conflict between the management and the workmen regarding the title

and possession of the land and it is not a simple case in which the workmen admit title and ownership of the management. If a workman is claiming title and possession over a piece of land adverse to the claim of the management, I think that the management cannot score over the workman by directing the workmen to give up possession over it and in case of disobedience pass an order of punishment against them. The case presents a Civil dispute between the management and the workmen and as such the remedy also lies in the Civil Court. The management in my opinion is not entitled to chargesheet the concerned workmen for misconduct in respect of the disputed land and punish them under Standing Orders. The question of title and possession over the land over which the concerned workmen have made construction has to be decided by Civil Court and if it is decided in favour of the management they will be at liberty to force the concerned workmen out of the land but in no case the management can take the advantage of their being the master by punishing the workmen for misconduct after levelling charge of misconduct against them. For the reason stated above I hold that the management is not justified in awarding punishment of suspension of the concerned workmen.

In the result I hold that the action of the management of Sijua Colliery of M/s. Tisco in suspending from service their workmen of Ref. No. 11/87 and Ref. No. 12/87 for 10 days is not justified. The management is therefore directed to pay the wages and other emoluments of 10 days to the concerned workmen, if not paid, within one month from the date of publication of the Award.

I. N. SINHA, Presiding Officer

[(i) No. L-20012/276/86-D. 3(A)/D.4 (A)]

(ii) No. L-20012/277/86-D.3 (A)/D.4 (A)]

K. J. DYVA PRASAD, Desk Officer

नई दिल्ली, 1 सितम्बर, 1988

का. घा. 2798. - मैगर्स मनिष आरगेनिक्स इण्डिया लिमिटेड, 1, नेशनल पैथवर्से, प्रथम ब्लॉक, आश्रम रोड, ग्रहमदाबाद (जी जे/9452) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम को सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निरोप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2-क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रयत्न से छूट देती है।

अनुसूची

1. उक्त स्थापन के संस्था में नियोजित प्रादेशिक भविष्य निधि आयुक्तों गृहकारण को ऐसे विवरणों से वेतना और ऐसे वेतना रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्डक के अधीन समय-समय पर निर्दिष्ट करें।

New Delhi, the 1st September, 1988

3. सामूहिक बीमा स्कीम के प्रशासन में, जिनके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय लेखाओं का अन्तरण, निरीक्षण प्रभारों संदाय प्राप्ति भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन का भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बायत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवस करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों की उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुज्ञेय है।

7. सामूहिक बीमा स्कीम में किसी तान के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी की उन दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यवगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये कि 1. व्यक्तिकम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न गी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का सन्दाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

S.O. 2798.—Whereas Messrs Manish Organics India Limited, 1, National Chambers First Floor, Ashram Road, Ahmedabad-380009 (GJ/9452) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35019(106)/88-SS-II]

का. भा. 2799.—मैसर्स वेस्ट कोस्ट फार्मास्यूटिकल वर्क्स 140, जी. आई. डी. सी. इंडस्ट्रियल स्टेट नरीदा-382330 अहमदाबाद (जी.जे. 6872).—(जिसे इसमें इसके पश्चात् उक्त स्थापन कहा जाता है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) का धारा 17 की उपधारा (2क) के अधीन छूट विधि जानने के लिए आश्वेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पुष्कल अभिदाय या प्रीमियम का संवाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निसेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूते हैं।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबंधों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निदिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रचारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अधीन समय समय पर निदिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रचारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहन नियोजक द्वारा दिया जायेगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी वास्तव आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूते हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी का उस दशा में संदेय होता जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/राम निर्वंशिता को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों की प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को अग्रगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्तिक्रम की वशा में उन मृत सदस्यों के नाम निर्वंशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होता तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्वंशितियों, विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/(101)/88 एस एस-2]

S.O. 2799.—Whereas Messrs West Coast Pharmaceutical Works, 140, G.I.D.C. Industrial Estate, Naroda-382330, Ahmedabad (GJ/6872) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of, benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such emp

loyees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(10i)/88-SS-II]

का. घा. 2800.—मैसर्स जोधपुर नागरिक सहकारी बैंक लिमिटेड, जोधपुर (राजस्थान) (आर. जे./3756). (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है, की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिप्राय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिये ये फायदे उन फायदों से अधिक अनुकूल जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुकूल हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाकृत अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त राजस्थान को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधायें प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के अन्तर्गत के अधीन समय-समय पर निश्चित करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्वरण, निरीक्षण का प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुसूचित सामूहिक बीमा स्कीम के नियमों को एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम दुरुस्त रूप करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनु-मेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी को मृत्यु पर इस स्कीम के अधीन संदेय रकम इस रकम से कम है जो कर्मचारी को उस वृत्त में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबंधों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त राजस्थान के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों की अपना दृष्टिकोण स्पष्ट करने का मुक्ति-युक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उक्त सामूहिक बीमा स्कीम के जितने स्थापन पहले अपना जुता है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रह की जा सकती है।

10. यदि किसी कारणवश नियोजक उतनियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियम करे, प्रीमियम का संदाय करने में असफल रहता है और पात्रों को व्ययगत हो जाने दिया जाता है तो, छूट रह की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यतिक्रम का वृत्त में उन मृत सदस्यों के नाम निर्देशितों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापना के संवध में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वृत्त में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक महीने के भीतर सुनिश्चित करेगा।

[सं. एम-35019(105)/88-स.सु-2]

S.O. 2800.—Whereas Messrs Jodhpur Nagrik Sahakari Bank Limited, Jodhpur (Rajasthan) (RJ/3756) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

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2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under his Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim com-

[No. S-35014(105)/88-SS-III]

का. भा. 2801 -- बीम संज्ञकेर सहकारी उपभोक्ता होल सेल महार लिमिटेड, महार (रा. जे/1244) -- (जिसे हममें हमके परकाय उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 का 17 (जिसे हममें हमके परकाय उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन कर्मचारी किसी वृषक अधिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुसूची है।

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपावद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन के तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करे।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खंड-क के अधीन समय-समय पर निर्दिष्ट करे।

3. सामूहिक बीमा स्कीम के प्रकाशन में, जिसके लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का सदाय, लेखाओं का अन्तरण, निरीक्षण प्रभावों सदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संचित करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाये जाते हैं तो नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुसूची है।

7. सामूहिक बीमा स्कीम में किसी बात होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त, राजस्थान के पूर्व अनुमोदित के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदित देने से पूर्व कर्मचारियों को अपनी दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियम तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. यदि नियोजक द्वारा प्रीमियम के संदाय में किये गये किसी व्यक्ति-क्रम को दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अंतर्गत होते। बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[सं. एस-35014(100)/88त. सु-2)]

S.O. 2801.—Whereas Messrs Ajmer Sahakari Upbhokta Wholesale Bhandar Limited, Ajmer (Raj/1241) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment or premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976, (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employee shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured in the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(100)/88-SS-II]

का. आ. 2802-मैसर्स शाका इलेक्ट्रोनिक्स प्राइवेट लिमिटेड, जी. ए. I, बी I, एक्स्टेंशन, मोहन को-ओपरेटिव इण्डस्ट्रियल स्टेट, शेरगढ़ सूरि मार्ग, बदरपुर, नई दिल्ली-44 (डी.एन./8129) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिये जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि, उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किये बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभूत हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची

में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त देहली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रमारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रमारों संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा दिया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद स्थापन के सूचना पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को सँदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपबन्ध फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभूत हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उक्त रकम से कम है जो कर्मचारी को उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्दिष्टि की प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि प्रायुक्त दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहां प्रादेशिक भविष्य निधि प्रायुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले करता चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्यवगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संचय में किये गये किसी व्यक्तिकम की वशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संचय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन आने वाले किसी संशय को मस्य होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों की बीमाकृत रकम का संचय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर मुनिश्चित करेगा।

[सं.एस-35014(103)/88-म.सु. 2]

S.O. 2802.—Whereas Messrs Saka Electronics Private Limited, GA-I, B-I, Extension, Mohan Cooperative Industrial Estate, Sher Shah Suri Marg, (Mathura Road), Badarpur, New Delhi-44 (DL/8129) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Link-of Insurance Scheme, 1976, (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain that point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(103)/88-SS-II]

का.घा. 2803.—मैसर्स जिला सहकारी केन्द्रीय बैंक मर्यादित, रायसैन, (मध्य प्रदेश) (एमपी/1329) (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 का 17 (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट विवे जाने के लिए आवेदन किया है।

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अधिवाय या प्रीमियम का संशय किये बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्र बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग हैं,

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपायवाध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि प्रायुक्त, मध्य प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय समय पर निर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभावों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संवाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 3 क के अन्तर्गत के अधीन समय समय पर निर्दिष्ट करें।

3. सामूहिक बीमा स्कीम के प्रभावों में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रभावों का संवाय आदि भी है, होने वाले सभी व्ययों का बहुत नियोजक द्वारा किया जाएगा।

4. नियोजन, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों का एक प्रति और जब कभी उनमें संशोधन किया जाये, तब उस संशोधन की प्रति तथा कर्मचारियों को बहुसंख्या की भाषा में उनकी मुख्य भाषा का अनुवाद स्थापन के सूचना पत्र पर प्रदर्शित करेगा।

5. यदि कोई एस/कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्वायत्त को भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के शर्तों के रूप में उक्त निमित्त सुरक्षित दर्ज करेगा और उसकी वास्तविकता प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उचित फायदे बढ़ाये जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में संपूर्ण रूप से वृद्धि किये जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हो जो उक्त स्कीम के अधीन अनुपेक्षित हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होने हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो कर्मचारी को उस दण्ड में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संवाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त राज्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन ने कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो, वहाँ प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों का अपने दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम को उस सामूहिक बीमा स्कीम के, जहाँ स्थापन पहले अपना चुका है अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के अंदर जो भारतीय जीवन बीमा निगम नियत करे प्रीमियम का संवाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यतिक्रम की दशा में उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते। बीमा फायदों के संवाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अर्थों में अपने पालिसी सदस्य को भरपूर होने पर उसके हकदारनाम निर्देशितियों विधिक वारिसों को बीमाकृत रकम का संवाय तत्परता से और प्रत्येक दशा

में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा।

[सं. एस-35019(104)/88 सं. सु.-2]

S. O. 2803.—Whereas Messrs Jila Sakhari Kandriya Bank Maryadit, Raisen, Madhya Pradesh (M.P./1329) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment or premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976, (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(104)/88-SS-II]

का. अ. 2804—मैसर्स स्पान डायग्नोस्टिक्स प्राइवेट लिमिटेड, 173 बी, न्यू इन्डस्ट्रियल स्टेट, रोड नं. 6 जी, उद्योगनगर, उधना-394210 जिला सुरत (जी/9709), (जिसे हमें इसके पश्चात् उक्त स्थापन कहा गया है) से कर्मचारी भविष्य निधि और प्रकीर्ण उपबंध अधिनियम, 1952 का 17 (जिसे हमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक अभिदाय या प्रीमियम का संदाय किए बिना ही भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन सदस्यों से अधिक अनुकूल हैं जो कर्मचारी विवेक सहायक बीमा स्कीम 1976 (जिसे हमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुभोग्य है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा 2क द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और इससे उपर्युक्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त गुजरात को ऐसे विवरणियों भेजें और ऐसे निदेश देंगे तथा निरीक्षण के लिए ऐसे सुविधायें प्रदान करेंगे जो केन्द्रीय सरकार, समय-समय पर निरदिष्ट करें ।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेंगे जो केन्द्रीय सरकार, उक्त अधिनियम की धारा-17 की उपधारा 3-क के खण्ड-क के अधीन समय-समय पर निरदिष्ट करें ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तर्गण, निरीक्षण प्रसारों का संदाय आदि गैर हैं, होने वाले सभी व्ययों का बहन नियोजक द्वारा दिया जाएगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में लगती मुख्य बातों का अनुबाध स्थापन के सूचना पट्ट पर प्रदर्शित करेंगे

5. यदि कोई ऐसा कर्मचारी जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्कीम की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजन सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम सुरत दर्ज करेगा और उसकी वास्तविक अवधि भारतीय जीवन बीमा निगम को सौंप करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि किए जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उक्त फायदों से अधिक अनुकूल हों जो उक्त स्कीम के अधीन अनुभोग्य हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस स्कीम से कम है जो कर्मचारी की उस दशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकार के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन प्रादेशिक भविष्य निधि आयुक्त गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने का संभावना हो, वहां प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुमित्युक्त अवसर देगा ।

9. यदि किसी कारणवश स्थापन के कर्मचारी भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाता है या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह रद्द की जा सकती है ।

10. यदि किसी कारणवश नियोजक उस नियत तारीख के भीतर जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है और पालिसी को व्ययगत हो जाने दिया जाता है तो छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में उन मूलसूत्रों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह छूट न दी गई होती तो, उक्त स्कीम के अन्तर्गत होते बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक उस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के एक मास के भीतर सुनिश्चित करेगा ।

[सं. एस--35019(107)/88 अ. पु.-2]

ए. के. मट्टारई, अवसर सचिव

S.O. 2804.—Whereas Messrs. Span Diagnostics Private Limited, 173-B, New Industrial Estate, Road No. 6-G, Udhognagar, Udhna-394210, District Surat (GJ/9709) (hereinafter referred to as the said establishment) have applied for exception under sub-section (2A) of Section 17 of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium in enjoyment

of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees' Deposit Linked Insurance Scheme, 1976, (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat and maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary, a premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme, shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employers to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this scheme are reduced in any manner the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy allowed to lapse, the exemption liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the members covered under the Scheme the Life Insurance Corporation of India shall ensure prompt payment of the sum assured to the nominee/legal heirs of the deceased member entitled for it and in any case within one month from the receipt of claim complete in all respect.

[No. S-35014(107)/88-S&S-II]

A. K. BHATTARAI, Under Secy.

नई दिल्ली, 2 सितम्बर, 1988

का. प्र. 2805.-उत्प्रवास अधिनियम, 1983 (1983 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उत्प्रवास संस्था कार्यालय, कोचीन में सहायक श्री के. के. थामस को दिनांक 5 तथा 6 सितम्बर 1988 को उत्प्रवास संस्था कार्यालय के सभी कार्य करने के लिए प्राधिकृत करती है।

[स. ए.-22012(1)/86-उत्प्र.-2]

एम. एस. टांगरी, अधर सचिव

New Delhi, the 2nd September, 1988

S. O. 2805.—In exercise of the powers conferred by section 5 of the Emigration Act, 1983 (31 of 1983), the Central Government hereby authorises Shri K. K. Thomas, Assistant, in the office of Protector of Emigrants Cochin to perform all functions of Protector of Emigrants, Cochin on 5th & 6th September, 1988.

[No. A-22012(1)/86-Emig. II]

M. S. TANGRY, Under Secy.

नई दिल्ली, 2 सितम्बर, 1988

का. प्र. 2806.-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ मद्रास के प्रबन्धन के संबंध निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद से केन्द्रीय सरकार औद्योगिक अधि-करण नं. 2, बम्बई के पंचाट को प्राप्ति करती है, जो केन्द्रीय सरकार को 25-8-88 को प्राप्त हुआ था।

New Delhi, the 2nd September, 1988

S. O. 2806.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the industrial dispute between the employers in relation to the Bank of Maharashtra and their workmen, which was received by the Central Government on the 25th August, 1988.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT

Shri P. D. Apshankar,

Presiding Officer.

Reference No. CGIT-2/51 of 1987

PARTIES

Employer in relation to the management of Bank of Maharashtra.

AND

Their Workmen

APPEARANCES :

For the Employer.—Shri B. S. Joshi.

For the Workmen.—Shri Bivalkar.

INDUSTRY : Banking.

STATE : Maharashtra.

Bombay, dated the 5th August, 1988

AWARD

The Central Government by their Order No. L-12011/48/87-D.II(A) dated 5-10-1987 referred the following industrial dispute for adjudication to this Tribunal under Section 10(1)(d) of the Industrial Disputes Act :—

“Whether the action of the management of Bank of Maharashtra in not acceding to the request transfer of Shri K. V. Hirlekar from Kagal Branch and transferring his juniors Shri Y. K. Kulkarni and Bhilawadkar from Bambawada and Devrasbtra Branches respectively, ignoring the prevailing practice and norms is justified? If not to what relief is the workman Shri Hirlekar entitled?”

2. In response to the notices issued to the parties, the Bank of Maharashtra appeared before this Tribunal and filed its written statement. The workman Shri K. V. Hirlekar even though duly served, did not appear.

3. The Bank of Maharashtra in its written statement raised a preliminary objection that the said workman is not a member of the Bank of Maharashtra Karmachari Sangh, Kolhapur, who raised the above said dispute, and that the above said Sangh is not a registered trade union.

4. The said workman Shri Hirlekar sent a letter dated 7-7-1988 to this Tribunal through the Manager of the Bank of Maharashtra, Kagal Branch. In that letter he clearly stated that he is not a member of Bank of Maharashtra Karmachari Sangh. As such the said Sangh who raised the said dispute, was not competent to raise any such dispute on behalf of the said workman. Shri Hirlekar further stated in that letter that the said Sangh has unnecessarily intervened in the matter, and that he himself has no grievance against the action taken by the Bank.

5. While the said dispute was referred to this Tribunal by the order dated 5-10-1987, on the very next date i.e. 6-10-1987 the Government of India again sent another letter addressed to the Bank of Maharashtra and the said Sangh, stating that it is the prerogative right of the management to create or abolish the post as per the administrative exigencies, and as such there was no ground for referring the alleged industrial dispute for adjudication to the Tribunal. Xerox copy of the said letter of the Government of India dated 6-10-1987 has been placed on record.

6. Therefore, the reference in question stands disposed of. No award in the matter.

Sd/-

P. D. APSHANKAR, Presiding Officer
[No. L-12011/48/87/D. II (A)]

N. K. VERMA, Desk Officer.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT BOMBAY

C.G.I.T. No. 2/51 of 1987

Bank of Maharashtra—Party-I

AND

Bank of Maharashtra Karmachari Sangh Kolhapur
Party II.

May It please your Honour,

The Govt. of India, Ministry of Labour, granted a reference in the matter vide their letter No. 12011/48/87-II(A) dated 5-10-1987, in the first instance.

Immediately on 6-10-1987, the Karmachari Sangh received a letter from the Ministry of Labour that the reference so granted is rejected as there is no sufficient ground to refer the same for the adjudication (copy enclosed). Hence the statement of claim cannot be filed by the Karmachari Sangh.

Sd/- Illegible.

President, Bank of Maharashtra Karmachari Sangh.

Bombay : 28-7-1988

[नं. एल-12011/48/87-डी.-II (ए)]

श्रम मंत्रालय

नई दिल्ली, 6 अक्टूबर, 1987

मेधा में,

1. उप महा प्रबंधक,
बैंक ऑफ महाराष्ट्र, माउथ महाराष्ट्र जेठ,
सी एम मंड्या 233, रुकमणी,
प्लॉट नं. 7, सर्वे कॉलोनी, गुरु शाहापुरी,
कोल्हापुर-416001.
2. जेनरल सेक्रेटरी, बैंक ऑफ महाराष्ट्र,
कर्मचारी संघ, 487/3 राजाराम रोड,
कोल्हापुर 416012.

विषय :- घागवाड़ा तथा देवरगढ़ शाखाओं में विशिष्ट सहायकों के पदों के समाप्त करने को लेकर औद्योगिक विवाद।

महोदय,

उपर्युक्त विषय पर इस मंत्रालय के दिनांक 2-4-1987 के समसंबंधक पत्र के क्रम में सुझे यह कहने का निर्देश हुआ है कि प्रशासनिक का प्रशासा न्तिक जल्दत के अनुसार पत्र सुनन प्रवधा समाप्त करने का विशेषाधिकार है। अतः केन्द्रीय सरकार का यह विचार है कि उक्त विवाद को अधि करण को स्वायत्तनिर्णय के लिए भेजने का प्रस्तावत कोई आधार नहीं है।

भवदीय,

एन. के. वर्मा, डेस्क अधिकारी